

DONALD J. PUTTERMAN (BAR NO. 90822)  
MICHELLE L. LANDRY (BAR NO. 190080)  
PUTTERMAN LOGAN LLP  
One Maritime Plaza  
300 Clay Street, Suite 1925  
San Francisco, CA 94111  
Tel: (415) 839-8779  
Fax: (415) 376-0956  
E-mail: [dputterman@plglawyers.com](mailto:dputterman@plglawyers.com)  
[mlandry@plglawyers.com](mailto:mlandry@plglawyers.com)

Attorneys for Defendants  
MoneyMutual, LLC, Selling Source, LLC, Montel Brian Anthony Williams, Glenn McKay, PartnerWeekly, LLC, John Hashman, Brian Rauch, Samuel W. Humphreys, Douglas Tulley, and Alton F. Irby III

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(OAKLAND DIVISION)**

SEAN L. GILBERT, KEEYA MALONE,  
KIMBERLY BILBREW, CHARMAINE B.  
AQUINO, on behalf of themselves and all  
persons similarly situated.

**Plaintiffs,**

V.

BANK OF AMERICA, N.A., et al.,

**Defendants.**

Case No. 4:13-cv-01171-JSW

**DECLARATION OF DONALD J.  
PUTTERMAN IN SUPPORT OF THE  
MONEYMUTUAL DEFENDANTS' AND  
MONTEL WILLIAMS' OPPOSITION  
TO PLAINTIFFS' MOTION TO  
CERTIFY CLASSES**

Date: January 8, 2016

**Time: 9:00 A.M.**

Dept. 5

**Hon. Judge S. White, District Judge**

1       12. Attached hereto as Exhibit K is a true and correct copy of the document marked as  
2 Deposition Exhibit 8.

3       13. Attached hereto as Exhibit L is a true and correct copy of the document marked as  
4 Deposition Exhibit 10.

5       14. Attached hereto as Exhibit M is a true and correct copy of the document marked as  
6 Deposition Exhibit 14.

7       15. Attached hereto as Exhibit N is a true and correct copy of the document marked as  
8 Deposition Exhibit 16.

9       16. Attached hereto as Exhibit O is a true and correct copy of the document marked as  
10 Deposition Exhibit 17.

11       17. Attached hereto as Exhibit P is a true and correct copy of the document marked as  
12 Deposition Exhibit 18.

13       18. Attached hereto as Exhibit Q is a true and correct copy of the document marked as  
14 Deposition Exhibit 19.

15       19. Attached hereto as Exhibit R is a true and correct copy of the document marked as  
16 Deposition Exhibit 20.

17       20. Attached hereto as Exhibit S is a true and correct copy of the document marked as  
18 Deposition Exhibit 21.

19       21. Attached hereto as Exhibit T is a true and correct copy of the document marked as  
20 Deposition Exhibit 36.

21       22. Attached hereto as Exhibit U is a true and correct copy of the document marked as  
22 Deposition Exhibit 37.

23       23. Attached hereto as Exhibit V is a true and correct copy of the document marked as  
24 Deposition Exhibit 38.

25       24. Attached hereto as Exhibit W is a true and correct copy of the document marked as  
26 Deposition Exhibit 39.

1       25. Attached hereto as Exhibit X is a true and correct copy of the document marked as  
2 Deposition Exhibit 40.

3       26. Attached hereto as Exhibit Y is a true and correct copy of the document marked as  
4 Deposition Exhibit 41.

5       27. Attached hereto as Exhibit Z is a true and correct copy of the document marked as  
6 Deposition Exhibit 43.

7       28. Attached hereto as Exhibit AA is a true and correct copy of the document marked as  
8 Deposition Exhibit 50.

9       29. Attached hereto as Exhibit BB is a true and correct copy of the document marked as  
10 Deposition Exhibit 51.

11      30. Attached hereto as Exhibit CC is a true and correct copy of the document marked as  
12 Deposition Exhibit 52.

13      31. Attached hereto as Exhibit DD is a true and correct copy of the document marked as  
14 Deposition Exhibit 53.

15      32. Attached hereto as Exhibit EE is a true and correct copy of the document marked as  
16 Deposition Exhibit 54.

17      33. Attached hereto as Exhibit FF is a true and correct copy of the document marked as  
18 Deposition Exhibit 55.

19      34. Attached hereto as Exhibit GG is a true and correct copy of the document marked as  
20 Deposition Exhibit 57.

21      35. Attached hereto as Exhibit HH is a true and correct copy of the document marked as  
22 Deposition Exhibit 58.

23      36. Attached hereto as Exhibit II is a true and correct copy of the document marked as  
24 Deposition Exhibit 59.

25      37. Attached hereto as Exhibit JJ is a true and correct copy of the document marked as  
26 Deposition Exhibit 61.

38. Attached hereto as Exhibit KK is a true and correct copy of the document marked as Deposition Exhibit 65.

39. Attached hereto as Exhibit LL is a true and correct copy of the document marked as Deposition Exhibit 66.

40. Attached hereto as Exhibit MM is a true and correct copy of the document marked as Deposition Exhibit 67.

41. Attached hereto as Exhibit NN is a true and correct copy of the document marked as Deposition Exhibit 70.

42. Attached hereto as Exhibit OO is a true and correct copy of the document marked as Deposition Exhibit 71.

I declare under penalty of perjury under the laws of the State of California that the foregoing  
is true and correct. Executed on December 18, 2015

/s/ DONALD J. PUTTERMAN

Donald J. Puttermann

1 I, DONALD J. PUTTERMAN, declare:

2       1. I am an active member in good standing of the State Bar of California and a partner at  
3 the law firm of Puttermann Logan LLP, attorneys for MoneyMutual, LLC, Selling Source, LLC, Glenn  
4 McKay, PartnerWeekly, LLC, LLC, Brian Rauch; John Hashman, Samuel W. Humphreys, and Alton  
5 Irby III ("the MoneyMutual Defendants"); and Montel Williams, in the above-captioned action. I  
6 have personal knowledge of the facts stated in this declaration and if necessary could and would  
7 testify competently under oath thereto.

8       2. Attached hereto as Exhibit A is a true and correct copy of excerpts from the  
9 deposition of Keeyya Malone. I attended and took the deposition on November 23, 2015.

10      3. Attached hereto as Exhibit B is a true and correct copy of excerpts from the  
11 deposition of Charmaine Aquino. I attended and took the deposition on November 24, 2015.

12      4. Attached hereto as Exhibit C is a true and correct copy of excerpts from the  
13 deposition of Kimberly Bilbrew. I attended and took the deposition on November 24, 2015.

14      5. Attached hereto as Exhibit D is a true and correct copy of excerpts from the  
15 deposition of Sean L. Gilbert. I attended and took the deposition on December 1, 2015.

16      6. Attached hereto as Exhibit E is a true and correct copy of the document marked as  
17 Deposition Exhibit 1.

18      7. Attached hereto as Exhibit F is a true and correct copy of the document marked as  
19 Deposition Exhibit 2.

20      8. Attached hereto as Exhibit G is a true and correct copy of the document marked as  
21 Deposition Exhibit 3.

22      9. Attached hereto as Exhibit H is a true and correct copy of the document marked as  
23 Deposition Exhibit 4.

24      10. Attached hereto as Exhibit I is a true and correct copy of the document marked as  
25 Deposition Exhibit 5.

26      11. Attached hereto as Exhibit J is a true and correct copy of the document marked as  
27 Deposition Exhibit 6.

## EXHIBIT A

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
(OAKLAND DIVISION)

SEAN L. GILBERT, KEEYA )  
MALONE, KIMBERLY BILBREW, )  
CHARMAINE B. AQUINO, on )  
behalf of themselves and all )  
persons similarly situated, )  
)  
Plaintiffs, )  
v. ) No. 4:13-cv-01171-JSW  
)  
BANK OF AMERICA, N.A., et )  
al., )  
)  
Defendants. )  
)

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Videotaped Deposition of

KEEYA MALONE

Monday, November 23, 2015

THE SOUZA GROUP  
Certified Shorthand Reporters  
4615 First Street, Suite 200  
Pleasanton, California 94566

Reported by:

LINDSAY PINKHAM, CCRR, CSR  
LICENSE NO. 3716

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November 23, 2015

<p style="text-align: right;">Page 10</p> <p>1 asked and were responding to it. Is that clear?      2 <b>A Okay.</b>      3 Q Okay. You are here to give us your best      4 recollection. You are not required to speculate, and if      5 you do not know the answer to a question, please say so.      6 However, even if you do not have a specific      7 recollection, but have a general recollection, you are      8 required to give us that general recollection.      9 Let me give you an example. If I ask you when      10 an event occurred, and you do not remember the specific      11 day, but you remember the month and the year, please      12 give me the month and the year. If you do not remember      13 the month, but you remember the general time of year or      14 season of the year, please let us have that information.      15 If you don't remember date, month, or season or time of      16 year, at least give us the year, if you are able to do      17 so. Is that clear?      18 <b>A Yes.</b>      19 Q Same thing with estimates. If I ask you how      20 many times something occurred and you don't remember a      21 specific number, give us your best estimate of how many      22 times. I may ask you, was it more than five, more than      23 ten, and we'll get the best recollection you can give us      24 in that manner. Okay?      25 <b>A Okay.</b></p>	<p style="text-align: right;">Page 12</p> <p>1 Q <u>Good. Would you please describe your</u>      2 <u>education, including high school and thereafter.</u>      3 <b>A Dorsey High school, graduated with a diploma,</b>      4 <b>and some college, El Camino.</b>      5 Q <u>And when did you graduate high school?</u>      6 <b>A '87.</b>      7 Q <u>And El Camino is a junior college?</u>      8 <b>A Correct.</b>      9 Q <u>Took courses? Did you obtain a degree?</u>      10 <b>A No.</b>      11 Q <u>Have you had any other training or education</u>      12 <u>post high school, whether vocational or anything like</u>      13 <u>that?</u>      14 <b>A No.</b>      15 Q <u>What has your employment been since 2010?</u>      16 <b>A I work at a bank.</b>      17 Q <u>Which bank?</u>      18 <b>A OneUnited.</b>      19 Q <u>And where is that located?</u>      20 <b>A Compton, California.</b>      21 Q <u>How long have you worked at OneUnited?</u>      22 <b>A Two years.</b>      23 Q <u>What is your position there?</u>      24 <b>A Financial service rep.</b>      25 Q <u>Can you describe for me what's involved with</u></p>
<p style="text-align: right;">Page 11</p> <p>1 Q We will be taking breaks from time to time. If      2 for some reason -- I usually do it about once an hour.      3 If for some reason you need a break and we don't seem to      4 be ready to take one, please let me know, and we'll try      5 to accommodate you.      6 Also, you are of course free to consult with      7 Mr. Wilens. The only thing is that you should not      8 consult with him while a question is actually pending,      9 unless it's over an issue of attorney-client privilege,      10 in other words, a communication that you had with your      11 counsel. Otherwise, please answer the question, and      12 we'll then give you an opportunity to consult with your      13 counsel. Is that clear?      14 <b>A Yes.</b>      15 Q Okay. Let me just turn off my phone there.      16 (Brief pause in proceedings.)      17 <b>MR. WILENS:</b> Yes, update your status. "In      18 deposition, can't talk."      19 <b>MR. PUTTERMAN:</b> They'll just have to wait.      20 Q Are you on any medication which you believe      21 might impair you in some respect with respect to your      22 ability to give us your best testimony today?      23 <b>A No.</b>      24 Q And you're feeling well?      25 <b>A Yes.</b></p>	<p style="text-align: right;">Page 13</p> <p>1 <u>your job as a financial services rep?</u>      2 <b>A Actually, it's a teller position. I handle</b>  <b>transactions for customers.</b>      3 Q <u>Okay, yes. I know banks have invented fancy</u>  <u>names for everything.</u>      4 <u>Okay, before you worked at OneUnited, where</u>  <u>were you employed?</u>      5 <b>A Zions Bancorp. They own California Bank &amp;</b>  <b>Trust.</b>      6 Q <u>Okay. I'm going to have to ask you to keep</u>  <u>your voice up just a little bit to make sure the</u>  <u>reporter can get you. Although, if she's really having</u>  <u>trouble, she'll stop us and say something.</u>      7 <b>A Okay.</b>      8 Q <u>And how long did you work at Zions Bancorp?</u>      9 <b>A Five years.</b>      10 Q <u>And where was that located?</u>      11 <b>A Downtown.</b>      12 Q <u>Address?</u>      13 <b>A 801 First Street.</b>      14 Q <u>And what was your position or your positions</u>  <u>during the five years you worked there?</u>      15 <b>A Wire specialist.</b>      16 Q <u>Can you describe for us what that involved?</u>      17 <b>A I did all electronic incoming and outgoing</b></p>

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<p style="text-align: right;">Page 14</p> <p>1 <u>wires for all the customers and also employees.</u>      2 Q And why did you leave Zions Bancorp?      3 A <u>Relocated. They went to Arizona, laid us off.</u>      4 Q Had you worked for other banks prior to Zions      5 Bancorp?      6 A Yes.      7 Q Which other banks?      8 A <u>Sanwa Bank.</u>      9 Q Where is located?      10 A <u>Culver City.</u>      11 Q How long were you there?      12 A <u>Three years.</u>      13 Q And what was your position?      14 A <u>I was a head teller.</u>      15 Q Do they still exist?      16 A <u>No, they don't.</u>      17 Q I suspected that might be the case.      18 And have you worked for other banks?      19 A Yes.      20 Q Can you name it?      21 A <u>Hughes Federal Credit Union.</u>      22 Q Where were they located?      23 A <u>Manhattan Beach.</u>      24 Q And for how long did you work at that credit      25 union?</p>	<p style="text-align: right;">Page 16</p> <p>1 Q And where was that office located that you      2 worked in, or the offices?      3 A <u>Downtown.</u>      4 Q All right, very good.      5 I'm going to ask the reporter to mark as      6 Exhibit 1 the Amended Notice of Deposition Duces Tercum      7 of plaintiff Keeya Malone.      8 (Defendants' Exhibit 1 was marked      9 for identification.)      10 Q BY MR. PUTTERMAN: Ms. Malone, have you ever      11 seen this document before?      12 A Yes.      13 Q Would you please turn to the numbered page 3.      14 Now, you see starting on that page there are lists of      15 requests for production. Did you see that?      16 MR. WILENS: It's not clear if she knows what      17 you mean by "lists of requests for production."      18 MR. PUTTERMAN: Do you see the heading that      19 says "Requests for Production"?      20 A Yes.      21 Q And then after that, request No. 1, request      22 No. 2, request No. 3, and so on, over the next few      23 pages?      24 A Yes.      25 Q Have you reviewed this part of Exhibit 1</p>
<p style="text-align: right;">Page 15</p> <p>1 A <u>I think about seven years.</u>      2 Q What was your position or positions there?      3 A <u>Payroll specialist.</u>      4 Q So you've really had a lot of broad experience      5 with banks.      6 A Yes.      7 MR. WILENS: Real banks, not like your      8 associates.      9 MR. PUTTERMAN: Nice. Play nice.      10 Q Any other banks or financial institutions      11 besides the ones you've identified?      12 A Yes. <u>First Interstate Bank.</u>      13 MR. WILENS: They've been gone quite a time.      14 MR. PUTTERMAN: Yes, they have, although I had      15 a five-sided case against them involving them in the      16 late 80s, early '90s, and I took to using the acronym      17 "FIB" in our papers, which their lawyers did not like      18 very much.      19 Q And how long were you with First Interstate?      20 A I think about ten years.      21 Q Long time. And what positions did you have      22 there?      23 A I started off as a teller, moved up to head      24 teller, then I went to the back office where I did the      25 monitor of their credit cards.</p>	<p style="text-align: right;">Page 17</p> <p>1 before?      2 A I looked at it, yes.      3 Q And did you provide documents to your counsel      4 for him to provide to me?      5 A Yes.      6 Q I'd like to go through this, if we can.      7 First of all, requests No. 1 and 2 concern      8 communications between you and any of the MoneyMutual      9 defendants. Now, that's a number of people, but let me      10 ask you this specifically. What communications -- and      11 that can be by e-mail, by telephone, in person, by      12 letter, by text -- have you had at any time with anybody      13 at MoneyMutual?      14 A No.      15 Q None?      16 A No.      17 Q Okay. Request No. 3 says:      18 <u>"All documents concerning any payday</u>      19 <u>loans obtained by you as alleged in</u>      20 <u>paragraph 51 of the complaint."</u>      21 Now, I'm going to mark as Exhibit 2 what has      22 been titled by your counsel Revised Per Court Order      23 Fourth Amended Complaint.      24 (Defendants' Exhibit 2 was marked      25 for identification.)</p>

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<p>1 Q BY MR. PUTTERMAN: Actually, it should have      2 been -- would you turn to paragraph 53? Okay. This      3 request No. 3 should have referred to paragraph 53      4 rather than paragraph 51. But if you look at      5 paragraph 53, it says:</p> <p>6 "In November 2012, Plaintiff Malone      7 used the MoneyMutual.com website to      8 obtain payday loans from unlicensed      9 lenders Cash Yes and Bottom Dollar      10 Payday and paid at least \$575 on these      11 loans."</p> <p>12 Now, you actually have produced documents      13 concerning those two loans; correct?</p> <p>14 MR. WILENS: Well, I'm going to object to the      15 question. It calls for her to know what is in the      16 document production that was done by me.</p> <p>17 Q BY MR. PUTTERMAN: Did you provide your counsel      18 with documents concerning those two loans?</p> <p>19 A Yes.</p> <p>20 Q Okay. Request No. 4 is:      21 "All documents concerning all      22 payments made by you concerning any      23 payday loans obtained by you as alleged      24 in paragraph 53 of the complaint."      25 And did you provide your counsel with documents</p>	<p>1 Q Do you recall receiving anything like that from      2 MoneyMutual?      3 A No.      4 Q Okay. Have you received any e-mails from      5 MoneyMutual other than e-mails telling you that you've      6 been approved for a loan?      7 A No.      8 Q Let's go on request No. 7, which, as you see,      9 refers to three defendants -- excuse me, four      10 defendants -- Glenn McKay, Samuel L. Humphreys, Douglas      11 Tulley, and Alton F. Irby III. And refers to paragraph      12 60 of the complaint. Could you please turn to paragraph      13 60 of the complaint.      14 A I'm there.      15 Q And read that to yourself.      16 A (Examining document) Okay.      17 Q Have you ever heard of any of these gentlemen?      18 A No.      19 Q So I think it's fair to assume you have never      20 had any communications with any of these gentlemen?      21 A No.      22 MR. WILENS: You mean the gentlemen named in      23 the paragraph 60?      24 MR. PUTTERMAN: Yes.      25 Q And is it also correct that you do not know</p>
Page 19	Page 21
<p>1 concerning payments made by you on the loans?</p> <p>2 A Yes.</p> <p>3 Q No. 5 asks for documents concerning any spam      4 e-mails received by you from anybody affiliated with      5 MoneyMutual as referenced in paragraph 59 of the      6 complaint.</p> <p>7 Can we take a look at paragraph 59, please.      8 Have you had a chance to read that? You can read that      9 to yourself.</p> <p>10 A Okay (examining document). Okay.      11 Q Did you receive any spam e-mails from      12 MoneyMutual?</p> <p>13 A I received the application or the approval for      14 it.</p> <p>15 Q Do you have a general understanding of what a      16 spam e-mail is?</p> <p>17 A No.</p> <p>18 Q Have you ever heard the phrase before?</p> <p>19 A Yes.</p> <p>20 Q When you've heard the phrase, what's your      21 understanding of it?</p> <p>22 A Something that you shouldn't open.</p> <p>23 Q Because it might be a virus or something like      24 that?</p> <p>25 A Correct.</p>	<p>1 what position or role any of these gentlemen may have      2 played in connection with MoneyMutual?      3 MR. WILENS: I'm going to object. Are you      4 asking, based on her personal knowledge, as opposed to      5 what her attorney might have told her?      6 MR. PUTTERMAN: Yeah.      7 MR. WILENS: Before any conversations with your      8 attorney, did you ever hear of these people?      9 THE WITNESS: No.      10 Q BY MR. PUTTERMAN: So other than through      11 communications with your counsel, you don't know      12 anything about them.      13 A No.      14 Q Okay. And so therefore you don't have any      15 documents concerning them.      16 A No.      17 MR. WILENS: Well, okay. That's part of the      18 problem. You mean in her personal possession, not what      19 the attorneys obtained through investigation?      20 MR. PUTTERMAN: No, absolutely not. Just what      21 she has in her personal possession. Okay?      22 Q Let's look at request No. 10. There's a      23 reference there to Messrs. McCoy, Tulley, Humphreys, and      24 Irby, and also to the defendant Montel Williams. Do you      25 know who Montel Williams is?</p>

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<p>1   <b>A Yes.</b></p> <p>2   Q And why don't you tell us in your own words who</p> <p>3   he is, who you know him as.</p> <p>4   <b>A A talk show host.</b></p> <p>5   Q And do you ever watch his talk show?</p> <p>6   <b>A Yes, I did.</b></p> <p>7   Q And do you have a personal opinion, based on</p> <p>8   that talk show, concerning Mr. Williams?</p> <p>9   <b>A No.</b></p> <p>10   Q You don't like him, dislike him?</p> <p>11   <b>A He's okay.</b></p> <p>12   Q <u>Did you ever actually review the MoneyMutual</u></p> <p>13   <u>website?</u></p> <p>14   <b>A I read the contract part of it, but I never</b></p> <p>15   <u>went like on their total website, no.</u></p> <p>16   Q Okay. We'll take a look at that in more detail</p> <p>17   shortly.</p> <p>18   Do you know anything about what role</p> <p>19   Mr. Williams may have had with MoneyMutual?</p> <p>20   <b>A Based on just the commercials, he was</b></p> <p>21   <u>representing MoneyMutual.</u></p> <p>22   Q Okay. He was endorsing MoneyMutual?</p> <p>23   <b>A Correct.</b></p> <p>24   Q And which commercials are these? Television?</p> <p>25   <b>A Yes.</b></p>	<p>1   <u>could "spam" the borrowers in an attempt</u></p> <p>2   <u>to sell more loans to them in the</u></p> <p>3   <u>future."</u></p> <p>4   <u>Now, did you receive spam e-mails or e-mails of</u></p> <p>5   <u>any kind from other lenders after you visited the</u></p> <p>6   <u>MoneyMutual website offering you loans?</u></p> <p>7   <b>MR. WILENS: I'm going to object. What do you</b></p> <p>8   <u>mean by "other lenders"?</u></p> <p>9   <b>Q BY MR. PUTTERMAN: By lenders other than</b></p> <p>10   <u>which -- the lender or lenders with which Ms. Malone was</u></p> <p>11   <u>connected after submitting her information through the</u></p> <p>12   <u>MoneyMutual website.</u></p> <p>13   <b>MR. WILENS: Do you understand the question?</b></p> <p>14   <b>THE WITNESS: Was I getting information from</b></p> <p>15   <u>other lenders?</u></p> <p>16   <b>Q BY MR. PUTTERMAN: Yes.</b></p> <p>17   <b>A No, I wasn't.</b></p> <p>18   <b>Q Okay. Let's look at request No. 13, which</b></p> <p>19   <u>refers to:</u></p> <p>20   <u>"...documents concerning your</u></p> <p>21   <u>allegations in paragraph 103 of the</u></p> <p>22   <u>complaint that 'the Lenders also sold</u></p> <p>23   <u>Plaintiffs' and Class Members' personal</u></p> <p>24   <u>information (including Social Security</u></p> <p>25   <u>numbers) to criminal operations often</u></p>
Page 23	Page 25
<p>1   Q So you saw some television ads for MoneyMutual?</p> <p>2   <b>A Correct.</b></p> <p>3   Q And were the television ads what prompted you</p> <p>4   to go to the MoneyMutual website?</p> <p>5   <b>A Yes.</b></p> <p>6   Q Do you recall how many times over the years you</p> <p>7   visited the MoneyMutual website?</p> <p>8   <b>A Once or twice.</b></p> <p>9   Q Let me ask you this, while we're on there.</p> <p>10   Have you visited from time to time the websites of other</p> <p>11   lenders or companies offering short-term loans?</p> <p>12   <b>A No.</b></p> <p>13   Q You've never visited the websites of any other</p> <p>14   companies offering payday loans?</p> <p>15   <b>A No.</b></p> <p>16   Q <u>Let's look at request No. 12. That says,</u></p> <p>17   <u>quote:</u></p> <p>18   <u>"All documents concerning your</u></p> <p>19   <u>allegations in paragraph 103 of the</u></p> <p>20   <u>Complaint that 'the lenders retained by</u></p> <p>21   <u>Plaintiffs and the Class Members'</u></p> <p>22   <u>'routinely violated' the MoneyMutual</u></p> <p>23   <u>Code of Lender Conduct because the</u></p> <p>24   <u>Lenders routinely sold or gave the</u></p> <p>25   <u>information to other entities so they</u></p>	<p>1   <u>based in other countries. Those</u></p> <p>2   <u>criminals would then make threatening</u></p> <p>3   <u>phone calls to Plaintiffs and Class</u></p> <p>4   <u>Members claiming they represented law</u></p> <p>5   <u>enforcement agencies and they were going</u></p> <p>6   <u>to arrest these borrowers unless the</u></p> <p>7   <u>borrowers paid money they supposedly</u></p> <p>8   <u>owed."</u></p> <p>9   <u>Why don't you take a look at paragraph 103 in</u></p> <p>10   <u>the complaint so you have it before you.</u></p> <p>11   <b>A (Examining document.)</b></p> <p>12   Q <u>Do you know or have any information that any</u></p> <p>13   <u>lender from whom you obtained a loan after submitting</u></p> <p>14   <u>information to MoneyMutual sold any of your personal</u></p> <p>15   <u>information to anybody else?</u></p> <p>16   <b>A Can you repeat the question?</b></p> <p>17   Q <u>Sure. Let me ask the reporter restate it</u></p> <p>18   <u>first, and if it still doesn't work for you, I'll</u></p> <p>19   <u>rephrase it.</u></p> <p>20   <u>(Record read as follows:</u></p> <p>21   <u>"Q Do you know or have any</u></p> <p>22   <u>information that any lender from whom</u></p> <p>23   <u>you obtained a loan after submitting</u></p> <p>24   <u>information to MoneyMutual sold any of</u></p> <p>25   <u>your personal information to anybody</u></p>

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<p>1       else?"")</p> <p>2       <b>THE WITNESS:</b> Yeah. Yes.</p> <p>3       Q    BY MR. PUTTERMAN: What do you know in that</p> <p>4    regard?</p> <p>5       A    <b>I started receiving phone calls.</b></p> <p>6       Q    Excuse me?</p> <p>7       A    <b>I was receiving phone calls.</b></p> <p>8       Q    And from whom did you receive phone calls?</p> <p>9       A    <b>Bottom Dollar.</b></p> <p>10      Q    Now, Bottom Dollar was somebody to which you</p> <p>11     applied -- through which you obtained a loan; correct?</p> <p>12      A    <b>Well, I went through MoneyMutual, so I didn't</b></p> <p>13     <b>know who the lender was.</b></p> <p>14      Q    Right. But then you were contacted by Bottom</p> <p>15     Dollar?</p> <p>16      A    <b>Correct.</b></p> <p>17      Q    And was that by phone or by e-mail?</p> <p>18      A    <b>By phone.</b></p> <p>19      Q    And was that with regard to your submission of</p> <p>20     information to MoneyMutual?</p> <p>21      A    <b>I'm guessing, because I just went through</b></p> <p>22     <b>MoneyMutual. I never gave them my information.</b></p> <p>23      Q    Do you have any information that Bottom Dollar</p> <p>24     actually sold your information to anybody else?</p> <p>25      <b>MR. WILENS:</b> What do you mean by "sold it to</p>	<p>1       Q    BY MR. PUTTERMAN: Did you ever receive</p> <p>2    threatening phone calls from anybody?</p> <p>3       A    <b>Yes, ma'am.</b></p> <p>4       Q    Concerning the Bottom Dollar loan?</p> <p>5       A    <b>Yes.</b></p> <p>6       Q    What were the threatening phone calls you</p> <p>7    received?</p> <p>8       A    <b>They were going to sue me and serve me papers.</b></p> <p>9       Q    And did they say why?</p> <p>10      A    <b>That I owed them more money.</b></p> <p>11      Q    Did you fully repay your Bottom Dollar loan?</p> <p>12      A    Yes.</p> <p>13      Q    How much was your loan for?</p> <p>14      A    <b>500.</b></p> <p>15      Q    And did you also renew that loan?</p> <p>16      A    <b>No.</b></p> <p>17      Q    Were there any other fees associated with that</p> <p>18     loan?</p> <p>19      A    <b>Not that I was aware of.</b></p> <p>20      Q    Okay. Did you pay interest on that loan?</p> <p>21      A    <b>\$75.</b></p> <p>22      Q    Did you ever obtain from your bank a refund of</p> <p>23     any money paid on that loan?</p> <p>24      A    <b>No.</b></p> <p>25      Q    Now, it was Bottom Dollar that was making the</p>
Page 27	Page 29
<p>1       anyone else"?</p> <p>2       <b>MR. PUTTERMAN:</b> Well, I don't know. That's</p> <p>3    what you say here in paragraph 103.</p> <p>4       <b>MR. WILENS:</b> Well, if you know -- I don't know</p> <p>5    how you would know if they sold it. But you would know</p> <p>6    if someone else had it.</p> <p>7       <b>MR. PUTTERMAN:</b> Well, let's hear whatever she</p> <p>8    knows in that regard.</p> <p>9       <b>MR. WILENS:</b> Did anyone else contact you, other</p> <p>10   than Bottom Dollar, who had your personal information?</p> <p>11      <b>THE WITNESS:</b> No.</p> <p>12      <b>MR. WILENS:</b> No collection agencies?</p> <p>13      <b>THE WITNESS:</b> No.</p> <p>14      <b>MR. PUTTERMAN:</b> Can I ask the questions? But</p> <p>15    thank you.</p> <p>16      <b>MR. WILENS:</b> You might take a look at the</p> <p>17    documents, because some of the documents probably would</p> <p>18   refresh her recollection.</p> <p>19      <b>MR. PUTTERMAN:</b> Probably not, actually, in that</p> <p>20   regard.</p> <p>21      <b>MR. WILENS:</b> Well, they do, because we have</p> <p>22   them.</p> <p>23      Q    BY MR. PUTTERMAN: Did you ever receive --</p> <p>24    Well, let's hope you produced them.</p> <p>25      <b>MR. WILENS:</b> We did.</p>	<p>1       calls, or was it a collection agency?</p> <p>2       <b>MR. WILENS:</b> I'm going to object. That calls</p> <p>3    for speculation.</p> <p>4       But you can answer to the best of your</p> <p>5   knowledge.</p> <p>6       <b>THE WITNESS:</b> Some calls were, they said they</p> <p>7    were collecting, and then some actually announced that</p> <p>8   they were Bottom Dollar.</p> <p>9       Q    BY MR. PUTTERMAN: Okay. And what did they</p> <p>10   tell you that you owed?</p> <p>11      A    <b>A thousand dollars.</b></p> <p>12      Q    And did they tell you why?</p> <p>13      A    <b>No.</b></p> <p>14      Q    Did they also correspond with you in any way</p> <p>15   concerning the Bottom Dollar loan?</p> <p>16      A    <b>Are you speaking of the first loan, the only</b></p> <p>17   loan I had?</p> <p>18      Q    Well --</p> <p>19      A    <b>They didn't say anything about the \$500 --</b></p> <p>20      <b>MR. WILENS:</b> He's asking you if it</p> <p>21   corresponded --</p> <p>22      <b>MR. PUTTERMAN:</b> Please don't interrupt.</p> <p>23      <b>MR. WILENS:</b> I'm going to object. Your</p> <p>24   question is misunderstood. She doesn't know what you</p> <p>25   mean by "correspond."</p>

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<p>1       <b>MR. PUTTERMAN:</b> Okay. Let me step back a 2 minute. 3       Q How many loans did you get from Bottom Dollar? 4       <b>A One.</b> 5       Q And that was for \$500? 6       <b>A Correct.</b> 7       Q And you started to say that they didn't call 8 you about the \$500? 9       <b>MR. WILENS:</b> No, you said "correspond," 10 Counsel. 11      <b>MR. PUTTERMAN:</b> I'm trying to get back to what 12 she was talking before you interrupted. 13      <b>THE WITNESS:</b> No, they didn't call me for that. 14      Q BY MR. PUTTERMAN: Okay. And I assume they 15 didn't come after you about the \$75. 16      <b>A No.</b> 17      Q Okay. So this was some other amount of a 18 thousand dollars. 19      <b>A Right.</b> 20      Q And did they finally stop? 21      <b>A No.</b> 22      Q Are you still getting calls? 23      <b>A Yes.</b> 24      Q And do the callers identify themselves? 25      <b>A Yes.</b></p>	<p>1       <u>calls to you; correct?</u> 2       <b>A Correct.</b> 3       Q Have you complained to anybody else, besides 4 your counsel, of course? 5       <b>A No.</b> 6       Q Is there any reason why not? 7       <b>A I didn't know who I could complain to.</b> 8       <u>Q Other than these collection calls that you've</u> 9       <u>described related to the Bottom Dollar loan, have you</u> 10      <u>received any threatening calls from anybody concerning</u> 11      <u>anything else related to any loan by you, taken by you?</u> 12      <u><b>A Collection agency, but they're not saying where</b></u> 13      <u><b>they're from. They don't give me any information.</b></u> 14      <u>Q So you don't know what the origin of that is?</u> 15      <b>A Correct.</b> 16      <u>Q On any of these calls you got about the Bottom</u> 17      <u>Dollar loan, did anybody ever tell you that they were a</u> 18      <u>law enforcement agency?</u> 19      <b>A No.</b> 20      <u>Q Did anybody ever threaten to have you arrested?</u> 21      <b>A No.</b> 22      <u>Q They just threatened to sue you?</u> 23      <b>A Correct.</b> 24      Q Okay. And for -- about when did those calls 25 start?</p>
<p style="text-align: center;">Page 31</p> <p>1       Q And who has been calling you? 2       <b>A Bottom Dollar.</b> 3       <u>Q Did you ever complain to MoneyMutual about</u> 4       <u>getting these calls from Bottom Dollar?</u> 5       <b>A No.</b> 6       <u>Q Is there any reason why not?</u> 7       <b>A I didn't know those two were connected.</b> 8       <u>Q Well, you received -- you were contacted by</u> 9       <u>Bottom Dollar after you submitted your information to</u> 10      <u>MoneyMutual; correct?</u> 11      <b>MR. WILENS:</b> Objection. Vague as to time. 12      Q BY MR. PUTTERMAN: You can answer. 13      <b>A No, I wasn't contacted by Bottom Dollar.</b> 14      <u>Q When were you contacted by Bottom Dollar about</u> 15      <u>the loan itself, about obtaining a loan?</u> 16      <b>A I just received an e-mail from MoneyMutual</b> 17      <u>saying I received it.</u> 18      <u>Q The loan from Bottom Dollar?</u> 19      <b>A Correct.</b> 20      <u>Q Okay. So you understood to that extent that</u> 21      <u>Bottom Dollar and MoneyMutual had some sort of</u> 22      <u>connection; correct?</u> 23      <b>A Correct.</b> 24      <u>Q Okay. But you did not complain later to</u> 25      <u>MoneyMutual about Bottom Dollar making these collection</u></p>	<p style="text-align: center;">Page 33</p> <p>1       <b>A In 2013, after I did my last payment.</b> 2       Q This was the last payment on the loan you took 3 out in November 2012? 4       <b>A Correct.</b> 5       Q Was the repayment date originally earlier than 6 2013? 7       <b>A I'm not for sure.</b> 8       Q Okay. To your knowledge, did this loan keep 9 rolling over because it was not paid off on the original 10 due date? 11      <b>A It was paid off on the due date, but they said</b> 12      <u>the contract renews, and I didn't know why.</u> 13      Q Okay. And at some point after that -- and 14 don't tell me about any actual communications -- at some 15 point after that, did you then contact a lawyer? 16      <b>A Correct.</b> 17      Q Okay. And who was that? 18      <b>A Jeff.</b> 19      Q Jeff Wilens or Jeff Spencer? 20      <b>A Wilens.</b> 21      Q Wilens. This guy over here to your right. 22      <b>A Yes.</b> 23      Q And do you recall when you first contacted 24 Mr. Wilens? 25      <b>A In September.</b></p>

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<p>1 Q 2013?</p> <p>2 A '13.</p> <p>3 Q Other than phone calls, did you receive anything in the mail or by e-mail from Bottom Dollar or from any collection agency concerning this loan and threatening to sue you?</p> <p>7 A No.</p> <p>8 Q Okay. Did you ever receive harassing phone calls in connection with any other loan you might have taken out?</p> <p>11 A No.</p> <p>12 Q Now, in paragraph 53 there is also another loan identified in November 2012. And that's a payday loan from Cash Yes. Do you recall that?</p> <p>15 A No.</p> <p>16 Q You don't recall obtaining a loan from Cash Yes?</p> <p>18 A No.</p> <p>19 Q You never received any money from Cash Yes?</p> <p>20 A No.</p> <p>21 Q Okay.</p> <p>22 MR. WILENS: It didn't go through, Counsel.</p> <p>23 MR. PUTTERMAN: Okay.</p> <p>24 MR. WILENS: That's what Cash Yes is.</p> <p>25 MR. PUTTERMAN: I'll take their word for it.</p>	<p>1 Q In other words, it's not right.</p> <p>2 A Correct.</p> <p>3 Q Okay. Why did you apply for this particular payday loan from Bottom -- excuse me -- through MoneyMutual?</p> <p>6 A I was behind on my car note.</p> <p>7 Q Was this the car that turned out to be a lemon, or a different car?</p> <p>9 A Different car.</p> <p>10 Q Okay. And was your car important to you?</p> <p>11 A Yes.</p> <p>12 Q Did you need it to go to work?</p> <p>13 A Yes.</p> <p>14 Q Okay. And if you did not go to work, presumably, you did not get paid.</p> <p>16 A Correct.</p> <p>17 Q And you were caught short so you needed funds to make sure the note was paid.</p> <p>19 A Correct.</p> <p>20 Q Okay. Did you attempt to obtain money in any other way to keep current with the car note?</p> <p>22 A Yes.</p> <p>23 Q How did you try to get other money?</p> <p>24 A I asked family members, but they didn't have it.</p>
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<p>1 Remember, as I told you before, we don't know.</p> <p>2 MR. WILENS: Well, you know it was approved by your system and you forwarded it on to them. As a valid lead.</p> <p>5 MR. PUTTERMAN: As a lead. It wasn't approved by us. But it was certainly a valid lead.</p> <p>7 MR. WILENS: Prequalified.</p> <p>8 MR. PUTTERMAN: Nice try.</p> <p>9 MR. WILENS: These are prequalified leads.</p> <p>10 See, God sides with me.</p> <p>11 MR. PUTTERMAN: No, he doesn't.</p> <p>12 Q How much money over all did you ever pay to payday lenders?</p> <p>14 MR. WILENS: I'm going to object as vague. You mean in her life? What's a payday lender? What are you referring to?</p> <p>17 Q BY MR. PUTTERMAN: Have you ever taken out any other payday loans?</p> <p>19 A No.</p> <p>20 Q Have you ever applied for other payday loans?</p> <p>21 A No.</p> <p>22 Q And this statement in paragraph 53 that you obtained a payday loan from Cash Yes is not correct; is that correct?</p> <p>25 A Correct.</p>	<p>1 Q Any other way?</p> <p>2 A No.</p> <p>3 Q Did you have a credit card available?</p> <p>4 A No.</p> <p>5 Q Did you ask the car lender if they could extend the note a little bit?</p> <p>7 A No.</p> <p>8 Q So there was no other way for you to obtain money that you could think of to keep current on your car note.</p> <p>11 A Correct.</p> <p>12 MR. WILENS: Objection. Vague as to what you mean by "no other way."</p> <p>14 MR. PUTTERMAN: Well, you're a little late.</p> <p>15 Q Let me ask you this. Had you received a notice from the car loan company that your loan was delinquent?</p> <p>17 A Yes.</p> <p>18 Q And how delinquent was it at that point?</p> <p>19 A 30 days.</p> <p>20 Q And did they threaten to repossess it?</p> <p>21 A Yes.</p> <p>22 Q And that caused you to have to go find some money to bring it current?</p> <p>24 A Yes.</p> <p>25 Q And after that, did you succeed in staying</p>

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<p style="text-align: right;">Page 38</p> <p>1 <u>current on your car loan?</u></p> <p>2 <b>A Yes.</b></p> <p>3 <u>Q Let me ask you this. Did you have any other</u></p> <p>4 <u>objections -- did you have any objections at the time to</u></p> <p>5 <u>the terms of the loan from Bottom Dollar?</u></p> <p>6 <b>A No.</b></p> <p>7 <u>Q And they gave you the money in a timely manner?</u></p> <p>8 <b>A Yes.</b></p> <p>9 <u>Q So you were able to pay off your note?</u></p> <p>10 <b>A Yes.</b></p> <p>11 Q And it was actually an agreement that they sent</p> <p>12 you?</p> <p>13 <b>A Yes.</b></p> <p>14 Q And it described the interest and everything</p> <p>15 else?</p> <p>16 <b>A Not the interest.</b></p> <p>17 Q Not the interest?</p> <p>18 <b>A No.</b></p> <p>19 Q Okay. We'll take a look at that and see what</p> <p>20 it says.</p> <p>21 Did you understand you were going to have to</p> <p>22 pay something on this loan?</p> <p>23 <b>A Correct.</b></p> <p>24 Q Now, your counsel, Mr. Wilens, indicated a few</p> <p>25 minutes ago that actually you had applied for a loan and</p>	<p style="text-align: right;">Page 40</p> <p>1 <b>MR. WILENS:</b> So she would have no way of</p> <p>2 knowing --</p> <p>3 <b>MR. PUTTERMAN:</b> We don't circulate --</p> <p>4 <b>MR. WILENS:</b> Then how did it get to Cash Yes?</p> <p>5 <b>MR. PUTTERMAN:</b> Well, she may have submitted</p> <p>6 her information again.</p> <p>7 <b>MR. WILENS:</b> We can ask her if she remembers</p> <p>8 filling out the same forms twice on the MoneyMutual</p> <p>9 website.</p> <p>10 Q BY MR. PUTTERMAN: That's exactly what I'm</p> <p>11 asking.</p> <p>12 <b>A No.</b></p> <p>13 QOkay.</p> <p>14 <b>MR. WILENS:</b> So sounds like you did.</p> <p>15 <b>MR. PUTTERMAN:</b> No.</p> <p>16 <b>MR. WILENS:</b> Or she doesn't remember.</p> <p>17 <b>MR. PUTTERMAN:</b> Yes, that's another plausible</p> <p>18 alternative.</p> <p>19 Give me one second. There is one thing I'm</p> <p>20 going to have to refer to for the next questions.</p> <p>21 <u>Q Exhibit 3 is a printout from the PartnerWeekly</u></p> <p><u>22 database, which was produced to you electronically.</u></p> <p>23 <u>It's actually what a couple of years now, a</u></p> <p>24 <u>couple years ago, Jeff?</u></p> <p>25 <b>MR. WILENS:</b> I don't know.</p>
<p style="text-align: right;">Page 39</p> <p>1 it was refused, and that's how he was characterizing the</p> <p>2 Cash Yes loan. Do you have any recollection of that?</p> <p>3 <b>A Of?</b></p> <p>4 Q Of, in addition to Bottom Dollar, applying for</p> <p>5 another loan.</p> <p>6 <b>MR. WILENS:</b> I'm going to object, because your</p> <p>7 question assumes that the same application wasn't used</p> <p>8 to multiple lenders.</p> <p>9 <b>MR. PUTTERMAN:</b> Same application does not go to</p> <p>10 multiple lenders after -- the same lead does not go to</p> <p>11 multiple lenders after a lender has acquired it.</p> <p>12 <b>MR. WILENS:</b> Nevertheless, they both went</p> <p>13 through MoneyMutual, so you must have used her</p> <p>14 application twice. It's in the documents.</p> <p>15 <b>MR. PUTTERMAN:</b> No.</p> <p>16 <b>MR. WILENS:</b> Then how do you explain the fact</p> <p>17 that your records show her personal information was sent</p> <p>18 to Cash Yes for a loan?</p> <p>19 <b>MR. PUTTERMAN:</b> Because what it means is that</p> <p>20 that was also acquired, that she submitted again.</p> <p>21 <b>MR. WILENS:</b> Why would she have -- if you've</p> <p>22 been to the site once, you don't fill out your</p> <p>23 information a second time. You have it on file.</p> <p>24 <b>MR. PUTTERMAN:</b> Once it is acquired by</p> <p>25 somebody, that's it.</p>	<p style="text-align: right;">Page 41</p> <p>1 <b>MR. PUTTERMAN:</b> And this concerns information</p> <p>2 submitted by Ms. Malone that found its way into the</p> <p>3 PartnerWeekly system, either from MoneyMutual or from an</p> <p>4 affiliate publisher.</p> <p>5 <u>(Defendants' Exhibit 3 was marked</u></p> <p><u>for identification.)</u></p> <p>7 Q BY MR. PUTTERMAN: Okay, now, Ms. Malone, I</p> <p>8 know you haven't seen this before, but I'm going to ask</p> <p>9 you about some information on here. First of all, you</p> <p>10 see things are in a row. You see that?</p> <p>11 <b>A Yes.</b></p> <p>12 Q Okay. And I'm going to direct your attention</p> <p>13 to the first entry, which is dated, it says "AppDate."</p> <p>14 It's dated September 7, 2012. Do you see that?</p> <p>15 <b>A Yes.</b></p> <p>16 Q Okay. And then you go all the way across, and</p> <p>17 I will represent to you that this indicates that you</p> <p>18 submitted information through a website, not the</p> <p>19 MoneyMutual website, but a different website, which the</p> <p>20 publisher's name is "LeadRev," and the website URL is</p> <p>21 "firstnationalpaydayloan.com." Do you see that?</p> <p>22 <b>A Yes.</b></p> <p>23 Q Do you recall submitting an application through</p> <p>24 a website back in 2012, in September of 2012, to</p> <p>25 firstnationalpaydayloan.com?</p>

<p style="text-align: right;">Page 42</p> <p>1 A No.      2 Q Okay. Do you have any understanding at all as      3 to why the information on this application would be in      4 our database?      5 MR. WILENS: I'm going to object. Calls for      6 speculation. And also you have two different companies,      7 yet you have the exact same time, minus seven seconds,      8 apart. So unless she was able to go to one website,      9 fill out a long application, and then go to another      10 application in seven seconds and fill out another      11 application --      12 MR. PUTTERMAN: Jeff, first of all --      13 MR. WILENS: Your company is using her      14 information on multiple -- she fills it out once and you      15 guys use on it multiple lenders' websites.      16 MR. PUTTERMAN: Jeff, first of all, if the lead      17 was not acquired by somebody first time around, it would      18 be circulated again. Once it is acquired by somebody,      19 that's it.      20 MR. WILENS: Then why do they have different      21 URLs? This is what we're talking about.      22 MR. PUTTERMAN: I don't know that, unless it      23 was -- unless either she filled out another application      24 at about the same time, or I don't know whether the      25 publisher maintained, the same publisher maintained two</p>	<p style="text-align: right;">Page 44</p> <p>1 repaid?      2 A No.      3 Q Do you have any reason to believe that either      4 your son or your nephew or somebody else used your      5 computer to apply for a payday loan?      6 A No.      7 Q So you have no knowledge at all about any      8 contact with a lender on or about September 7, 2012,      9 about a potential payday loan?      10 A No.      11 Q Okay. Next line, which is the third line down,      12 indicates that a new -- that information was again      13 submitted by you on September 12, 2012, through a      14 different website, cashadvanceloans.com. Do you see      15 that?      16 A Yes.      17 Q And that lead was acquired again by the      18 same tribal affiliated lender called AMG. Do you recall      19 applying for a loan on or about September 12, 2012?      20 A No.      21 Q Do you recall any contact with a lender      22 concerning a possible loan on or about September 9 --      23 excuse me -- September 12, 2012?      24 A No.      25 Q No recollection at all?</p>
<p style="text-align: right;">Page 43</p> <p>1 different URLs. I don't know the answer to that.      2 MR. WILENS: But they are seven seconds apart.      3 so it's highly unlikely --      4 MR. PUTTERMAN: Let me point out something to      5 you, though, okay? And that is the second row shows      6 that the lead was then accepted by a lender called AMG.      7 Q Do you recall having had any contact with a      8 lender that was related to an Indian tribe back in      9 September 2012 about a loan?      10 A No.      11 Q Do you recall applying for any loans, any      12 payday loans, in September 2012?      13 A No.      14 Q Is it possible anybody else could have been      15 using your computer?      16 A They could have.      17 Q Okay. Back in September of 2012, who had      18 access to your personal computer?      19 A I have a son, nephew, yes, they come over.      20 Q How old was your son at that time?      21 A 2012, he was 20.      22 Q How old was your nephew in 2012?      23 A Same age, 20.      24 Q Did you ever get any notice from any lender      25 that they had made a loan to you that needed to be</p>	<p style="text-align: right;">Page 45</p> <p>1 A No.      2 Q How long have you had your present computer?      3 A For years.      4 Q Excuse me?      5 A Probably about ten years or so.      6 Q What kind of computer is it?      7 A LG.      8 Q So the computer you have now would be the same      9 computer that you were using back in September 2012; is      10 that right?      11 A Correct.      12 Q Let's go to the next line. And you see that      13 that shows you submitting information on November 28,      14 2012? You see that?      15 A Yes.      16 Q And at that point you said you submitted it      17 through a website called moneymutual.com. And that was      18 a MoneyMutual -- so that was the first time you used the      19 MoneyMutual website; correct?      20 A Correct.      21 Q And you see that that lead was acquired by an      22 entity called M. Mark High LTD. Do you see that?      23 A Yes.      24 Q Okay. Now, I will represent to you, and      25 Mr. Wilens will agree, that Cash Yes, which we saw</p>

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<p>1 referred to in paragraph 53 of the complaint, is      2 affiliated with M. Mark High LTD. Does this refresh      3 your recollection that you did in fact apply for a loan      4 on or about September 28 -- November 28, 2012, but were      5 not approved for a loan?</p> <p>6 <b>MR. WILENS:</b> Well, you can ask her if she used      7 the MoneyMutual website. How would she know --</p> <p>8 <b>MR. PUTTERMAN:</b> No, no, that's what I'm asking.</p> <p>9 <b>MR. WILENS:</b> You said, if she was approved for      10 a loan --</p> <p>11 <b>MR. PUTTERMAN:</b> I didn't say by Cash Yes.</p> <p>12 Q Okay, first of all, let me break it down,      13 though, to address your counsel's objection. First of      14 all, does this refresh your recollection that on      15 November 28, 2012, you applied for a loan through the      16 MoneyMutual website?</p> <p>17 A Yes.</p> <p>18 Q And do you recall that you were not matched up,      19 or you were informed by MoneyMutual that you had not      20 been matched up with a lender?</p> <p>21 MR. WILENS: Well, I think she was matched up.      22 But if she knows.</p> <p>23 THE WITNESS: I didn't know I wasn't matched      24 up.</p> <p>25 Q BY MR. PUTTERMAN: Okay. Who did you think you</p>	<p>1 line that it describes an application that was submitted      2 the next day, on November 29, through MoneyMutual      3 website, and that one went to an entity called BD PDL      4 Services LLC. And I will represent to you that I      5 believe that refers to Bottom Dollar. Is that what      6 you're thinking of, is the Bottom Dollar loan?</p> <p>7 A Yes.</p> <p>8 Q Okay. So that's on November 29. I'm on the      9 previous line, which was November 28.</p> <p>10 MR. WILENS: That doesn't mean there was two      11 different applications. Maybe they were done by your      12 company on two occasions. You said it wasn't accepted,      13 so maybe the second one wasn't accepted. But you can      14 ask the witness if she knows, but I don't know how she      15 can figure out what this record means. She didn't      16 create it.</p> <p>17 MR. PUTTERMAN: I'm asking her questions based      18 upon the record.</p> <p>19 Q What I'm asking you is this --</p> <p>20 MR. WILENS: Three years ago. She doesn't      21 remember the exact date.</p> <p>22 MR. PUTTERMAN: Jeff, stop with the      23 argumentative objections. No, if you have an objection,      24 just state it.</p> <p>25 MR. WILENS: Calls for speculation.</p>
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<p>1 were matched up with? Were you contacted by a lender?</p> <p>2 A I was e-mailed saying I was approved.</p> <p>3 Q Okay. And did you then on November 28 complete      4 a loan on that day with a lender?</p> <p>5 A Yes.</p> <p>6 Q And what lender was that?</p> <p>7 A Actually, they didn't say. They called me on      8 my phone and asked me for my information.</p> <p>9 Q Okay. The lender called you on the phone.</p> <p>10 A Correct.</p> <p>11 Q And who was that lender?</p> <p>12 A Actually, they just said they saw my      13 application online for MoneyMutual.</p> <p>14 Q They didn't tell you who they were?</p> <p>15 A Correct.</p> <p>16 Q And what information did they want from you?</p> <p>17 A My bank account.</p> <p>18 Q And did you give them that information?</p> <p>19 A Yes.</p> <p>20 Q And what happened next?</p> <p>21 A They put a deposit of 500 in my account.</p> <p>22 Q Okay. Now, this was on November 28, 2012; is      23 that right?</p> <p>24 A I'm not for sure what day it was.</p> <p>25 Q Okay. Because you will notice on the following</p>	<p>1 MR. PUTTERMAN: Thank you.</p> <p>2 Q Let me ask you this. Do you have any      3 recollection of not hearing back on November 28 or on      4 the date you first submitted your information to      5 MoneyMutual, but then hearing back on the following day,      6 when you got a call from a lender?</p> <p>7 A I'm not for sure what date they called me.</p> <p>8 Q Did you submit your information on two      9 different days to MoneyMutual?</p> <p>10 A No.</p> <p>11 Q Did you ever submit your information to      12 MoneyMutual after November 2012?</p> <p>13 A No.</p> <p>14 Q Do you have any understanding why paragraph 53      15 states that you actually did obtain a loan from Cash Yes      16 in November 2012?</p> <p>17 A No, I don't know.</p> <p>18 Q All right, let's look at the bottom line. Did      19 you ever hear of a lender named Speedy Cash?</p> <p>20 A I heard of them.</p> <p>21 Q And how did you hear of them?</p> <p>22 A A commercial.</p> <p>23 Q That was on the TV?</p> <p>24 A Yes.</p> <p>25 Q And did you actually apply for a loan from</p>

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<p>1 <u>Speedy Cash?</u></p> <p>2 <b>A No.</b></p> <p>3 <u>Q In 2014, did you submit your information to</u></p> <p>4 <u>MoneyMutual?</u></p> <p>5 <b>A No.</b></p> <p>6 <u>Q Well, the last line on this printout indicates</u></p> <p>7 <u>that you applied or submitted your information for a</u></p> <p>8 <u>loan on September 27, 2014, and that the lead was</u></p> <p>9 <u>actually acquired by a company doing business as Speedy</u></p> <p>10 <u>Loan, and that was through the moneymutual.com website.</u></p> <p>11 <b>MR. WILENS:</b> Well, I'm going to object the way</p> <p>12 you phrased that. It doesn't show anything. It's a</p> <p>13 piece of paper that, according to your interpretation,</p> <p>14 MoneyMutual claims that it got a new application in 2014</p> <p>15 from her.</p> <p>16 <b>MR. PUTTERMAN:</b> And there will be testimony</p> <p>17 that supports that. Now, if you want to keep making</p> <p>18 argumentative objections, we can discuss that in front</p> <p>19 of Judge White or whichever magistrate is designated to</p> <p>20 hear it. I suggest that you --</p> <p>21 <b>MR. WILENS:</b> I suggest you review your</p> <p>22 transcript of the depositions I took where you objected</p> <p>23 to every single question and obstructed the process. I</p> <p>24 won't do anything close to that. So unless the pot</p> <p>25 wants to call the kettle black --</p>	<p>1 not to answer.</p> <p>2 <u>Q BY MR. PUTTERMAN: Did you ever attempt to</u></p> <p>3 <u>determine whether anybody that you were in contact with</u></p> <p>4 <u>about a payday loan was licensed in California?</u></p> <p>5 <b>A I'm sorry. Could you repeat the question?</b></p> <p>6 <u>Q Actually, I'll withdraw the question.</u></p> <p>7 <u>Let me ask you this again. Have you ever been</u></p> <p>8 <u>contacted by a company called Speedy Cash about a payday</u></p> <p>9 <u>loan?</u></p> <p>10 <b>A No.</b></p> <p>11 <u>Q And you only heard of Speedy Cash on TV</u></p> <p>12 <u>commercials; correct?</u></p> <p>13 <b>A Correct.</b></p> <p>14 <u>Q And you never submitted any information to</u></p> <p>15 <u>MoneyMutual looking for a payday loan after November of</u></p> <p>16 <u>2012; is that right?</u></p> <p>17 <b>A Correct.</b></p> <p>18 <u>Q And do you have any understanding of whether or</u></p> <p>19 <u>not, if you did apply for such a loan through</u></p> <p>20 <u>MoneyMutual after you were already a plaintiff in this</u></p> <p>21 <u>case, that that might make it difficult for you to</u></p> <p>22 <u>continue as a named plaintiff in this case?</u></p> <p>23 <b>MR. WILENS:</b> Objection. That's completely</p> <p>24 false. There would be no effect on this lawsuit at all,</p> <p>25 and she's welcome to get any payday loan she needs or</p>
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<p>1 <b>MR. PUTTERMAN:</b> I'm perfectly happy to call the</p> <p>2 kettle black. But in this case, I'm simply telling you,</p> <p>3 stop making argumentative objections and stop trying to</p> <p>4 coach the witness.</p> <p>5 <b>MR. WILENS:</b> Objection. Your question assumes</p> <p>6 facts not in evidence and calls for her to speculate</p> <p>7 what that line says.</p> <p>8 <b>MR. PUTTERMAN:</b> No, I'm asking her specific</p> <p>9 questions.</p> <p>10 <u>Q Did you submit your information through the</u></p> <p>11 <u>MoneyMutual website in September 2014 in order to obtain</u></p> <p>12 <u>a payday loan? And I'll just remind you that you're</u></p> <p>13 <u>under oath here.</u></p> <p>14 <b>A No.</b></p> <p>15 <u>Q Okay. So you have no idea why this might be in</u></p> <p>16 <u>MoneyMutual's database.</u></p> <p>17 <b>A No, I don't know why.</b></p> <p>18 <u>Q Now, in fact, in September 2014, you were</u></p> <p>19 <u>already a plaintiff in this case; correct?</u></p> <p>20 <b>A Correct.</b></p> <p>21 <u>Q And it was your understanding by September 2014</u></p> <p>22 <u>that payday loans were illegal; correct?</u></p> <p>23 <b>MR. WILENS:</b> Objection. Call for</p> <p>24 attorney-client privilege to be disclosed. And payday</p> <p>25 loans are not illegal. So next question. Instruct her</p>	<p>1 wants, as long as it's legal. MoneyMutual has some</p> <p>2 legal lenders, but not the ones --</p> <p>3 <u>Q BY MR. PUTTERMAN: Can you please answer my</u></p> <p>4 <u>question?</u></p> <p>5 <b>MR. WILENS:</b> No, she's not going to answer it.</p> <p>6 It's argumentative.</p> <p>7 <b>MR. PUTTERMAN:</b> You're instructing her not to</p> <p>8 answer.</p> <p>9 <b>MR. WILENS:</b> As you phrased it, yes. It also</p> <p>10 invades the attorney-client privilege as to what we</p> <p>11 discussed.</p> <p>12 <u>Q BY MR. PUTTERMAN: Well, let me ask you this,</u></p> <p>13 <u>just taking your counsel's last statement there. Is it</u></p> <p>14 <u>your understanding that you are still free to apply for</u></p> <p>15 <u>a payday loan at any time?</u></p> <p>16 <b>A Yes.</b></p> <p>17 <u>Q Okay. Have you applied for any payday loan at</u></p> <p>18 <u>any time, through any website or by telephone, at any</u></p> <p>19 <u>time since you became a plaintiff in this case, which</u></p> <p>20 <u>was in 2013?</u></p> <p>21 <b>A No.</b></p> <p>22 <b>MR. PUTTERMAN:</b> All right, why don't we take a</p> <p>23 short break.</p> <p>24 <b>THE VIDEOGRAPHER:</b> The time is 11:34 a.m. We</p> <p>25 are going off the record.</p>

<p style="text-align: right;">Page 54</p> <p>1        (Recess)</p> <p>2        <b>THE VIDEOGRAPHER:</b> The time is 11:43 and we are</p> <p>3        back on the record.</p> <p>4        Q BY MR. PUTTERMAN: Ms. Malone, is there</p> <p>5        anything that you would like to supplement or revise</p> <p>6        concerning the answers to questions you gave before our</p> <p>7        break?</p> <p>8        A Yes.</p> <p>9        Q Okay. Why don't you go ahead. Exhibit 3</p> <p>10      you're referring to?</p> <p>11      A Yes. Exhibit 3, the last one, for Speedy Cash,</p> <p>12      2014, I don't have a bank account. So they couldn't</p> <p>13      have possibly, or I wouldn't have required for a loan.</p> <p>14      Q Do you have any idea -- strike that.</p> <p>15      All right. So you did not have a bank account</p> <p>16      any time in 2014?</p> <p>17      A As of today, I don't.</p> <p>18      Q No, I'm asking as of September 2014.</p> <p>19      <b>MR. WILENS:</b> Do you remember the exact date --</p> <p>20      okay, he's saying as of September 2014.</p> <p>21      <b>THE WITNESS:</b> Correct, as of September, yes.</p> <p>22      Q BY MR. PUTTERMAN: You did not have a bank</p> <p>23      account?</p> <p>24      A Correct.</p> <p>25      Q So you do not believe you applied for a loan on</p>	<p style="text-align: right;">Page 56</p> <p>1        in.</p> <p>2        Q Okay. But did you understand, based on that</p> <p>3        one loan experience, that there was no way you could get</p> <p>4        a payday loan from anybody without a bank account?</p> <p>5        A Just based on experience, that's what I</p> <p>6        thought, that you can't do it without a bank account.</p> <p>7        Q Did you ever ask anybody whether you could get</p> <p>8        a payday loan in the form of a check?</p> <p>9        A No.</p> <p>10      Q Okay.</p> <p>11      <b>MR. PUTTERMAN:</b> I'm going to ask the reporter</p> <p>12      to mark as Exhibit 4 a document entitled "Consumer Loan</p> <p>13      and Arbitration Agreement," and it has the numbers on</p> <p>14      there of Malone -- actually, I'm going to do it as</p> <p>15      MALONE001 and MALONE002.</p> <p>16      (Defendants' Exhibit 4 was marked</p> <p>17      for identification.)</p> <p>18      Q BY MR. PUTTERMAN: Have you seen this document</p> <p>19      before?</p> <p>20      A (Examining document) I don't remember.</p> <p>21      Q Is this a document you provided to your</p> <p>22      counsel?</p> <p>23      A I think so.</p> <p>24      Q And you see on the second page it has an</p> <p>25      electronic signature and states that it was signed</p>
<p style="text-align: right;">Page 55</p> <p>1        that date.</p> <p>2        A Correct.</p> <p>3        Q Again, other people had access to your computer</p> <p>4        on that date?</p> <p>5        A Yes.</p> <p>6        Q Do you have a bank account now?</p> <p>7        A No.</p> <p>8        Q When was the last time you had a bank account?</p> <p>9        A Some part of 2013.</p> <p>10      Q Well, let me ask you this. How are you</p> <p>11      currently paid by your employer? By check?</p> <p>12      A Yes.</p> <p>13      Q And you simply cash the check?</p> <p>14      A Correct.</p> <p>15      Q You don't maintain any kind of an account at</p> <p>16      your employer?</p> <p>17      A No.</p> <p>18      Q Did you know in 2014 that you could not apply</p> <p>19      for a payday loan unless you had a bank account?</p> <p>20      A Correct.</p> <p>21      Q You knew that?</p> <p>22      A Correct.</p> <p>23      Q How did you know that?</p> <p>24      A Based on the last loan I got from MoneyMutual,</p> <p>25      you needed an account for them to put a direct deposit</p>	<p style="text-align: right;">Page 57</p> <p>1        November 29, 2012?</p> <p>2        <b>MR. WILENS:</b> Well, I won't call it an</p> <p>3        electronic signature, but you can say what you see</p> <p>4        there.</p> <p>5        <b>THE WITNESS:</b> I see my name on there.</p> <p>6        Q BY MR. PUTTERMAN: In the signature block?</p> <p>7        A Correct.</p> <p>8        Q Do you recall actually agreeing to accept a</p> <p>9        loan from Bottom Dollar Payday?</p> <p>10      A Yes.</p> <p>11      Q Do you recall if you read this document when</p> <p>12      you received it?</p> <p>13      A I don't recall if I read it.</p> <p>14      Q And you see that it has a box under the federal</p> <p>15      truth and lending disclosures where it says the annual</p> <p>16      percentage rate of the loan?</p> <p>17      A Yes, I see the box.</p> <p>18      Q And it says 758.575 percent? Do you see that?</p> <p>19      A Yes, I see that.</p> <p>20      Q So you saw that at the time.</p> <p>21      A At the time I don't think I looked at it.</p> <p>22      Q Okay. You think you just agreed to this loan</p> <p>23      without actually reading through the document?</p> <p>24      A Correct.</p> <p>25      Q Because you needed the money?</p>

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<p>1    A    <u>Correct.</u></p> <p>2    Q    <u>And you see under finance charge it states that</u></p> <p>3    <u>"the dollar amount the credit will cost me is \$75?"</u></p> <p>4    A    <u>Correct.</u></p> <p>5    Q    <u>Okay. So that the total of the payments would</u></p> <p>6    <u>be \$575. Correct?</u></p> <p>7    A    <u>Correct.</u></p> <p>8    Q    <u>Okay. You can lay that aside for now.</u></p> <p>9    <u>Exhibit 5 will be a document designated</u></p> <p>10 <u>MALONE003 and MALONE004. It's also entitled "Consumer</u></p> <p>11 <u>Loan and Arbitration Agreement."</u></p> <p>12 <u>(Defendants' Exhibit 5 was marked</u></p> <p>13 <u>for identification.)</u></p> <p>14 Q    <u>BY MR. PUTTERMAN: Have you seen this document</u></p> <p>15 <u>before?</u></p> <p>16 A    <u>No.</u></p> <p>17 Q    <u>Well, did you provide this document to your</u></p> <p>18 <u>counsel?</u></p> <p>19 A    <u>I could have.</u></p> <p>20 Q    <u>If you go to the box on the second page, you</u></p> <p>21 <u>see it says "Signature, Keeya Malone," and it says</u></p> <p>22 <u>"Signed January 16, 2013"?</u></p> <p>23 A    <u>Yes, I see the box.</u></p> <p>24 Q    <u>And you see there is \$500 financed, and the</u></p> <p>25 <u>total of payments is \$500.</u></p>	<p>1    came from the lender?</p> <p>2    MR. WILENS: I'd have to check.</p> <p>3    MR. PUTTERMAN: Because I doubt it, frankly.</p> <p>4    MR. WILENS: Well, we went to arbitration with</p> <p>5    the lender, so I do have access to the documents, too.</p> <p>6    Q    BY MR. PUTTERMAN: Have you actually been to</p> <p>7    arbitration, Ms. Malone, with Bottom Dollar Payday?</p> <p>8    A    Yes.</p> <p>9    Q    Do you have the result of that arbitration?</p> <p>10 MR. WILENS: It's a confidential settlement.</p> <p>11 MR. PUTTERMAN: You have to disclose if she</p> <p>12 received money.</p> <p>13 MR. WILENS: No, we can't disclose it.</p> <p>14 MR. PUTTERMAN: Well, you have to.</p> <p>15 MR. WILENS: Well, you're going to have to seek</p> <p>16 relief from the agreement.</p> <p>17 MR. PUTTERMAN: Okay. Let me explain something</p> <p>18 to you in short declarative sentences. If Ms. Malone</p> <p>19 already received back the amount that she paid this</p> <p>20 lender, she has no damage.</p> <p>21 MR. WILENS: I don't agree with your premise.</p> <p>22 MR. PUTTERMAN: Well, you know what? I think</p> <p>23 the notion that you may have entered into a confidential</p> <p>24 agreement with the lender, which now supposedly</p> <p>25 precludes you from telling us and the federal court</p>
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<p>1    A    <u>Correct.</u></p> <p>2    Q    <u>Why did you have to make this second agreement</u></p> <p>3    <u>with Bottom Dollar Payday?</u></p> <p>4    MR. WILENS: Objection. Assumes that she had</p> <p>5    to make it. So it's argumentative.</p> <p>6    MR. PUTTERMAN: Let me amend the question.</p> <p>7    Q    <u>Why did you make this second agreement with</u></p> <p>8    <u>Bottom Dollar Payday?</u></p> <p>9    A    <u>I didn't know it was a second agreement with</u></p> <p>10 <u>them. I thought when I agreed to the first one, that</u></p> <p>11 <u>was it.</u></p> <p>12 Q    <u>Well, the first one was in November. Now this</u></p> <p>13 <u>one is in January. And your counsel produced this in</u></p> <p>14 <u>response to the deposition notice that we marked as</u></p> <p>15 <u>Exhibit 1.</u></p> <p>16 MR. WILENS: Doesn't mean it came from her,</p> <p>17 though. I have other sources of documents.</p> <p>18 MR. PUTTERMAN: Well, presumably those</p> <p>19 documents would have been stamped with the source.</p> <p>20 Because right now this looks like a representation to me</p> <p>21 that it came from her.</p> <p>22 MR. WILENS: It isn't. Not every document</p> <p>23 produced by a deponent comes from my client. Some of</p> <p>24 them I got from the lender.</p> <p>25 MR. PUTTERMAN: Are you representing that this</p>	<p>1    exactly what Ms. Malone received --</p> <p>2    MR. WILENS: I'm happy to tell you. If you get</p> <p>3    relief from Mr. Croker, I'll be happy to tell you. I</p> <p>4    didn't ask for confidentiality; the lender did. And I</p> <p>5    can tell you this, she did not receive maximum damages</p> <p>6    that are available to her under the law.</p> <p>7    MR. PUTTERMAN: That is not the question that I</p> <p>8    asked.</p> <p>9    MR. WILENS: Well, I can't answer your</p> <p>10 question, but I can tell you that your argument that if</p> <p>11 she received partial damages, somehow she's not allowed</p> <p>12 to continue with her lawsuit, is ridiculous.</p> <p>13 MR. PUTTERMAN: Excuse me for one second while</p> <p>14 I e-mail Mr. Croker.</p> <p>15 MR. WILENS: Might as well go off the record.</p> <p>16 MR. PUTTERMAN: We can go off the record.</p> <p>17 THE VIDEOGRAPHER: The time is 11:53 a.m. We</p> <p>18 are going off the record.</p> <p>19 (Off record)</p> <p>20 THE VIDEOGRAPHER: The time is 11:57 a.m. We</p> <p>21 are back on the record.</p> <p>22 MR. PUTTERMAN: Mr. Wilens, I am e-mailing</p> <p>23 Mr. Croker asking him to waive confidentiality on the</p> <p>24 Aquino, Gilbert [sic], and Malone arbitration outcomes</p> <p>25 or settlements so that we can have the information here,</p>

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<p>1 and I have stated that I will designate them as      2 confidential on this record. Will you waive      3 confidentiality under the same terms?</p> <p>4 <b>MR. WILENS:</b> Only as to the monetary payment to      5 the plaintiff or deponent. There's also a payment for      6 attorney's fees.</p> <p>7 <b>MR. PUTTERMAN:</b> I'm sure there is.</p> <p>8 <b>MR. WILENS:</b> And I can do that for my client      9 here, but obviously, you may need consent from each      10 deponent.</p> <p>11 <b>MR. PUTTERMAN:</b> Well, I have a hunch we'll be      12 going to court to have confidentiality waived on the      13 whole thing.</p> <p>14 <b>MR. WILENS:</b> I'm just going to tell you that      15 it's not 100 percent offset, so I'm not sure what your      16 point is.</p> <p>17 <b>MR. PUTTERMAN:</b> You know what? I don't know      18 that until I know the amount.</p> <p>19 <b>MR. WILENS:</b> Okay, but if I disclose to the      20 judge in camera what it was, and he says it's not 100      21 percent offset, then we agree that's the end of that      22 line of inquiry?</p> <p>23 <b>MR. PUTTERMAN:</b> Maybe. The attorney's fees may      24 be relevant to your class action motion as well.</p> <p>25 <b>MR. WILENS:</b> Well, I know, but -- it's not</p>	<p>1 <u>"Thank you for being a Bottom Dollar</u>      2 <u>Payday customer. Your loan of \$500 from</u>      3 <u>Bottom Dollar Payday is due on January</u>      4 <u>18, 2013. You have three options for</u>      5 <u>your convenience to choose from."</u>      6 It says:      7 <u>"1. Extend the loan. In this case,</u>      8 <u>we would just collect the finance fee of</u>      9 <u>\$150 on your due date. You do not have</u>      10 <u>to notify us if you will be extending</u>      11 <u>the loan, as we will do it for you</u>      12 <u>automatically.</u></p> <p>13 <u>"2. Pay back the loan of \$500 in</u>      14 <u>full plus the finance fee of \$150 on the</u>      15 <u>due date. Please send us an e-mail at</u>      16 <u>customerservice@pdlsupport.com or call</u>      17 <u>us at 877-712-3729 and notify us by 5</u>      18 <u>P.M. CST three days prior to your due</u>      19 <u>date.</u></p> <p>20 <u>"3. Pay back a portion of your loan</u>      21 <u>and your finance fee of \$150."</u></p> <p>22 Now, my question to you is this. First of all,      23 pursuant to No. 2, did you e-mail or call them or notify      24 them three days prior to your due date that you were      25 going to pay back the loan?</p>
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<p>1 relevant to my motion. But relevant to my fees request      2 later.</p> <p>3 <b>MR. PUTTERMAN:</b> Well, there won't be a fees      4 request later.</p> <p>5 <b>MR. WILENS:</b> Oh, yeah, there will be.</p> <p>6 <b>MR. PUTTERMAN:</b> Let's continue.</p> <p>7 Let's mark as Exhibit 6 MALONE005 and      8 MALONE006.</p> <p>9 <u>(Defendants' Exhibit 6 was marked</u>      10 <u>for identification.)</u></p> <p>11 Q BY MR. PUTTERMAN: Now, you see that leaving      12 aside your e-mail to Mr. Wilens on August 30, 2013, that      13 the rest of this document, Exhibit 6, is an e-mail that      14 you received from customer service at      15 bottomdollarpayday.com?</p> <p>16 A Yes.</p> <p>17 Q Did you receive this e-mail?</p> <p>18 A Yes.</p> <p>19 Q And it's entitled "Courtesy Reminder from      20 Bottom Dollar." You see that?</p> <p>21 A Yes.</p> <p>22 Q And it states, quote, in part, "You have an      23 upcoming balance due on January 18, 2013." And then      24 after that it says:</p> <p>25 Dear Keeya Malone.</p>	<p>1 <b>MR. WILENS:</b> I'm going to object. There's no      2 evidence there's a loan or a due date. So your question      3 assumes facts not in evidence.</p> <p>4 <b>MR. PUTTERMAN:</b> What are you talking about?</p> <p>5 <b>MR. WILENS:</b> This is referring to a different      6 loan, not the one she got in November.</p> <p>7 <b>MR. PUTTERMAN:</b> She's testified that she did      8 not get any other loan.</p> <p>9 <b>MR. WILENS:</b> Right. This loan claims that      10 she's got a payment due January 18, but the other loan      11 said her payment was due long before then, and it was      12 paid.</p> <p>13 <b>MR. PUTTERMAN:</b> Well --</p> <p>14 <b>MR. WILENS:</b> What Bottom Dollar did is, they      15 renewed her loan against her will, without her      16 consent --</p> <p>17 <b>MR. PUTTERMAN:</b> You know what, I want her to      18 testify, not you.</p> <p>19 <b>MR. WILENS:</b> Ask her.</p> <p>20 <b>MR. PUTTERMAN:</b> What do you think I was just      21 doing before you interrupted? Stop.</p> <p>22 <b>MR. WILENS:</b> No, you're interrupting me --</p> <p>23 <b>MR. PUTTERMAN:</b> Stop. Silence.</p> <p>24 <b>MR. WILENS:</b> You're interrupting me.</p> <p>25 <b>MR. PUTTERMAN:</b> Silence.</p>

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<p>1       <b>MR. WILENS:</b> No. I don't take your commands, 2 and --</p> <p>3       Q BY MR. PUTTERMAN: When was your original 4 November loan due?</p> <p>5       <b>MR. WILENS:</b> You can look at the documents.</p> <p>6       Q BY MR. PUTTERMAN: That would be Exhibit 4. 7       <b>A On December 7, 2012.</b></p> <p>8       Q Did you pay it back on December 7, 2012?</p> <p>9       <b>A Yes, I did.</b></p> <p>10     Q Okay. How did you pay it back?</p> <p>11     <b>A They took the deposit out of my account.</b></p> <p>12     Q And that account was at what bank? JPMorgan 13 Chase?</p> <p>14     <b>A Yes.</b></p> <p>15     Q Do you have a record of that?</p> <p>16     <b>A Yeah.</b></p> <p>17     Q Can you produce to us that record?</p> <p>18     <b>A I can try. My account is closed.</b></p> <p>19     Q But you still should be able to obtain those 20 records from JPMorgan Chase. Will you attempt to do so?</p> <p>21     <b>A Yes.</b></p> <p>22     Q Thank you. Now, is that in fact what happened 23 with Bottom Dollar Payday, they automatically renewed 24 the loan, even though it in fact had been paid off?</p> <p>25     <b>A Yes --</b></p>	<p>1       <u>"something wrong."</u></p> <p>2       <b>MR. PUTTERMAN:</b> The something wrong in the 3 context of the questions I've been asking, which is 4 rolling over a loan which in fact had already been paid 5 off.</p> <p>6       <b>MR. WILENS:</b> The question is argumentative. 7 She wouldn't have had --</p> <p>8       <b>MR. PUTTERMAN:</b> Stop right there. You've made 9 the objection.</p> <p>10     <b>MR. WILENS:</b> You can't ask this witness that 11 question. How does she know?</p> <p>12     <b>MR. PUTTERMAN:</b> To her knowledge. She is 13 testifying as to her knowledge. Stop coaching her. 14 Now.</p> <p>15     Q Sorry for the yelling.</p> <p>16     Okay. To your knowledge, MoneyMutual had 17 nothing to do with the fact that Bottom Dollar rolled 18 over your loan even though the loan had been paid off.</p> <p>19     <b>A I don't know if they had anything to do with</b> 20 <b>it.</b></p> <p>21     Q To your knowledge, they didn't. To your 22 knowledge. You don't have any personal knowledge that 23 they did.</p> <p>24     <b>A Correct. I don't.</b></p> <p>25     Q Okay, thank you. Again, I apologize for the</p>
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<p>1       <b>MR. WILENS:</b> Objection. Calls for speculation. 2 But she's answered.</p> <p>3       <b>MR. PUTTERMAN:</b> That's all I want to know. 4 Okay.</p> <p>5       Q So in fact, you had the one loan, you paid it 6 off, and then they, for whatever reason, nonetheless 7 rolled it over, even though there was nothing to roll 8 over. Is that correct?</p> <p>9       <b>A Correct.</b></p> <p>10     Q Okay. Thank you. That's what I'm trying to 11 get at.</p> <p>12     Now, I think you indicated that you did not 13 complain to MoneyMutual about this; correct?</p> <p>14     <b>A Correct.</b></p> <p>15     Q Okay. Do you know if MoneyMutual had anything 16 to do with Bottom Dollar Payday rolling over this loan 17 which had been paid off already?</p> <p>18     <b>A Not that I know of.</b></p> <p>19     Q Okay. And have you ever heard of a company 20 called Selling Source?</p> <p>21     <b>A No.</b></p> <p>22     Q Okay. So basically, Bottom Dollar Payday did 23 something wrong here, and to your knowledge, MoneyMutual 24 had nothing to do with that.</p> <p>25     <b>MR. WILENS:</b> Objection. Vague as to which</p>	<p>1       yelling. It sometimes happens. It's nothing personal. 2 It's the nature of litigation.</p> <p>3       Now, did you e-mail back Bottom Dollar Payday 4 to tell them in words, substance, or effect, "What are 5 you doing? I paid this loan off."</p> <p>6       <b>A I called them.</b></p> <p>7       Q Okay. When did you call them?</p> <p>8       <b>A I'm not for sure what day I called them.</b></p> <p>9       Q At some point.</p> <p>10     <b>A I called them around the last day I -- on the</b> 11 <b>day I made the last payment, when it was coming out of</b> 12 <b>my account.</b></p> <p>13     Q And when was that?</p> <p>14     <b>A Around in December sometime.</b></p> <p>15     Q Okay. And you called them at that point to 16 tell them that it was being -- that you were paying it 17 off?</p> <p>18     <b>A Correct.</b></p> <p>19     Q Okay. And after you received this e-mail that 20 we've marked as Exhibit 6, did you call them again to 21 say, in words, substance, or effect, "Why did you send 22 this to me?"</p> <p>23     <b>A Correct.</b></p> <p>24     Q And what did they say?</p> <p>25     <b>A That my loan automatically rolls over.</b></p>

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<p>1    Q    And did you point out to them that you had      2    actually paid it off a month ago?      3    A    <b>Correct, I did.</b>      4    Q    Did they say to you that they didn't receive      5    notice from you before it was paid off, so that's why      6    they automatically rolled it over?      7    A    <b>No, they didn't say that.</b>      8    Q    Okay. All right. But I think I get it.      9       <b>MR. WILENS:</b> I'm going to object. Move to      10   strike that remark. There's no jury.      11   <b>MR. PUTTERMAN:</b> Whatever.      12   <b>MR. WILENS:</b> What you got is that your client's      13   a crook, and dealt with crooks. That's what you get.      14   So you're going to throw in snide remarks, I will, too.      15   <b>MR. PUTTERMAN:</b> Actually, that wasn't a snide      16   remark.      17   <b>MR. WILENS:</b> Yeah, you don't believe her.      18   <b>MR. PUTTERMAN:</b> No, actually, that was not the      19   case. First of all, whether I believe her or not is not      20   the point. But now I think I understand what was going      21   on with Bottom Dollar Payday.      22   <b>MR. WILENS:</b> Yeah. They operate outside the      23   law.      24   <b>MR. PUTTERMAN:</b> Well, and how would we know      25   that if no complaint was made to us?</p>	<p>1    working for that amount's a different question.      2       <b>MR. WILENS:</b> Anyway, I'm sure you've enjoyed      3    your millions of dollars you've billed Selling Source.      4       <b>MR. PUTTERMAN:</b> You have this rather skewed      5    version of the world which makes you assume that certain      6    things are true which are not.      7       <b>MR. WILENS:</b> Attorneys won a lot of money? I      8    don't think that's a skewed version of the world, as an      9    attorney --      10   <b>MR. PUTTERMAN:</b> Well, you can think what you      11   want.      12   <b>MR. WILENS:</b> -- to say that.      13   Q    BY MR. PUTTERMAN: You have Exhibit 7 in front      14   of you?      15   A    <b>Yes.</b>      16   Q    And you received the e-mail here on January 18,      17   2013; correct?      18   A    <b>Correct.</b>      19   Q    Did you call them up after you received this      20   e-mail?      21   A    <b>No, I didn't.</b>      22   Q    Okay. Why not?      23   A    <b>I called them on the last one, told them,</b>      24   <b>talked to them about it.</b>      25   Q    But didn't you begin to get concerned once you</p>
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<p>1    <b>MR. WILENS:</b> Because you screened them to be in      2    your lender network. Remember?      3    <b>MR. PUTTERMAN:</b> Uh-huh. But we have no way of      4    knowing that -- somebody doesn't complain, we don't      5    know.      6    Q    Okay, Exhibit 7 is MALONE007.      7       (Defendants' Exhibit 7 was marked      8    for identification.)      9    <b>MR. PUTTERMAN:</b> And I wouldn't make snide      10   comments if I were you. If you're in fact collecting,      11   you know, hundreds of thousands of dollars in attorney's      12   fees on these arbitrations and your clients are not even      13   making a full recovery, you're in no position to talk.      14   <b>MR. WILENS:</b> My clients received better than      15   the minimum, but not the maximum, because the defendants      16   weren't interested in paying the maximum, in fees or      17   anything else.      18   <b>MR. PUTTERMAN:</b> I'm sure they paid you a lot      19   more in fees than your clients recovered.      20   <b>MR. WILENS:</b> Well, considering these are three      21   hundred to five hundred dollar loans, I don't know any      22   attorneys who work for three or five hundred dollars.      23   Do you?      24   <b>MR. PUTTERMAN:</b> Well, whether I know of such      25   attorneys or whether I know of attorneys who should be</p>	<p>1    got this e-mail saying that the loan has actually been      2    extended?      3    A    <b>I didn't call them on that one, on this one.</b>      4    Q    Okay. You just didn't.      5    A    <b>No.</b>      6    Q    Okay.      7       Exhibit 8 will be MALONE008.      8       (Defendants' Exhibit 8 was marked      9    for identification.)      10   Q    BY MR. PUTTERMAN: <u>By the way, when you closed</u>      11   <u>your bank account, that was the JPMorgan Chase account;</u>      12   <u>correct?</u>      13   A    <b>Correct.</b>      14   Q    <u>Did you receive a final statement from the bank</u>      15   <u>on that account showing that it had been closed?</u>      16   A    <b>I'm not for sure. I will have to look.</b>      17   Q    <u>Okay. Could you please look for that, see if</u>      18   <u>you have one?</u>      19   A    <b>Sure.</b>      20   Q    <u>And produce it to us?</u>      21   A    <b>Okay.</b>      22   Q    <u>Thank you.</u>      23      Okay, Exhibit 8 is another e-mail from Bottom      24   Dollar Payday dated January 22, 2013. It says:      25   "Dear Keeya Malone. Thank you very</p>

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<p>1        much for your payment of \$150."</p> <p>2        Okay, now you got this e-mail also; correct?</p> <p>3        <b>A That is correct.</b></p> <p>4        Q Weren't you concerned at that point that they</p> <p>5        apparently had taken the \$150 out of your bank account?</p> <p>6        <b>A Yes, I was.</b></p> <p>7        Q Did you call them?</p> <p>8        <b>A No. I called my bank.</b></p> <p>9        Q Okay. And what did you say to your bank?</p> <p>10      <b>A That it was an unauthorized charge.</b></p> <p>11      Q And what did the bank do?</p> <p>12      <b>A They sent it back.</b></p> <p>13      Q Okay. So the bank put the money back in your</p> <p>14     account.</p> <p>15      <b>A Correct.</b></p> <p>16      Q Okay. Were there any other withdrawals from</p> <p>17     your account prior to, or rather, after this event?</p> <p>18      <b>A Yes.</b></p> <p>19      Q What else was withdrawn from your bank by</p> <p>20     Bottom Dollar Payday?</p> <p>21      <b>A They attempted to do the same amount over.</b></p> <p>22      Q Did the bank block it?</p> <p>23      <b>A Yes.</b></p> <p>24      Q Okay. So my question then is, were other</p> <p>25     amounts actually withdrawn from your bank after this</p>	<p>1        extending the loan.</p> <p>2        Now, was the loan actually paid off before this</p> <p>3        notice? Do you recall?</p> <p>4        <b>A Yes.</b></p> <p>5        Q Okay. So it was. Now, did you call them after</p> <p>6        you got this notice?</p> <p>7        <b>A Yeah, I think so.</b></p> <p>8        Q And what did you say to them?</p> <p>9        <b>A That I had paid off my loan and I didn't want</b></p> <p>10      <b>to extend it.</b></p> <p>11      Q Okay. And did they tell you that it was</p> <p>12     extended automatically?</p> <p>13      <b>A Correct.</b></p> <p>14      Q And what did you say in response to that?</p> <p>15      <b>A I didn't receive the money, and I didn't want</b></p> <p>16      <b>another loan.</b></p> <p>17      Q And what did they say in turn?</p> <p>18      <b>A It automatically renews, and that's a part of</b></p> <p>19      <b>their agreement.</b></p> <p>20      <u>Q All right. And you did not contact MoneyMutual</u></p> <p>21      <u>after you received any of these notices from Bottom</u></p> <p>22      <u>Dollar Payday; correct?</u></p> <p>23      <b>A No.</b></p> <p>24      <b>MR. PUTTERMAN:</b> Okay. Exhibit 10 is MALONE13.</p> <p>25      <u>(Defendants' Exhibit 10 was marked</u></p>
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<p>1        \$150?</p> <p>2        <b>A No.</b></p> <p>3        Q It was blocked after that.</p> <p>4        <b>A Correct.</b></p> <p>5        Q And is that when the calls started?</p> <p>6        <b>A Correct.</b></p> <p>7        Q Threatening to sue you?</p> <p>8        <b>A Yes.</b></p> <p>9        <b>MR. PUTTERMAN:</b> Okay. Exhibit 9 is</p> <p>10      MALONE009 --</p> <p>11      <b>MR. WILENS:</b> That was 9.</p> <p>12      <b>THE REPORTER:</b> I think that was 8.</p> <p>13      <b>MR. PUTTERMAN:</b> The last one, MALONE008, was</p> <p>14      Exhibit 8.</p> <p>15      <b>MR. WILENS:</b> And then 9 is MALONE -- I thought</p> <p>16      we were talking about that.</p> <p>17      <b>MR. PUTTERMAN:</b> No, 9 is MALONE009 and 010.</p> <p>18      <b>MR. WILENS:</b> 7 is 7, 8 is 8?</p> <p>19      <b>MR. PUTTERMAN:</b> As it happens, yes. 9 is 9 and</p> <p>20      10.</p> <p>21      <u>(Defendants' Exhibit 9 was marked</u></p> <p>22      <u>for identification.)</u></p> <p>23      Q BY MR. PUTTERMAN: And as you can see, this is</p> <p>24      an earlier e-mail from Bottom Dollar Payday dated</p> <p>25      December 17, 2012, again, referring to either paying or</p>	<p>1        for identification.)</p> <p>2        Q BY MR. PUTTERMAN: And can you describe for us</p> <p>3        what this e-mail dated January 24, 2013 is.</p> <p>4        <b>A It's a claim that I called the FDIC on Chase.</b></p> <p>5        Q Okay. So let me understand the course of</p> <p>6        events here, okay? You told Chase that an unauthorized</p> <p>7        withdrawal had been made; correct?</p> <p>8        <b>A That is correct.</b></p> <p>9        Q Now, what was Chase's initial response to that?</p> <p>10      <b>A That they could not return it.</b></p> <p>11      Q You then called the FDIC?</p> <p>12      <b>A That is correct.</b></p> <p>13      Q And when did you called FDIC?</p> <p>14      <b>A The same day. I'm not for sure what day it</b></p> <p>15      <b>was.</b></p> <p>16      Q Sometime in January?</p> <p>17      <b>A Correct.</b></p> <p>18      Q Okay. So you called the FDIC where? In</p> <p>19      Washington or out here?</p> <p>20      <b>A I don't know where it was located. I just put</b></p> <p>21      <b>it up on the Internet.</b></p> <p>22      Q It was like a service number?</p> <p>23      <b>A Correct.</b></p> <p>24      Q So you spoke to somebody at the FDIC, and what</p> <p>25      did you tell them?</p>

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<p style="text-align: right;">Page 78</p> <p>1 A <u>That Chase is refusing to return an</u>      2 <u>unauthorized charge against my account.</u>      3 Q <u>And did you provide them with some information</u>      4 <u>about the charge and when it occurred and how it had</u>      5 <u>happened?</u>      6 A <u>Correct.</u>      7 Q <u>Okay. And what did the person you were</u>      8 <u>speaking to say?</u>      9 A <u>They just took the report and I guess they were</u>      10 <u>going to forward it to Chase.</u>      11 Q <u>Okay. So we don't know what went on with them,</u>      12 <u>but then Chase then did honor your claim.</u>      13 A <u>Correct.</u>      14 Q <u>Now, this, the claim here that says it's</u>      15 <u>approved, is not for \$150: it's for \$500.</u>      16 A <u>Correct.</u>      17 Q <u>Okay. What was that \$500?</u>      18 A <u>They was trying to get the payment for the</u>      19 <u>loan, the total amount. Instead of sending 150, they</u>      20 <u>did a total of \$500.</u>      21 MR. WILENS: "They" being who?      22 THE WITNESS: Bottom Dollar.      23 Q BY MR. PUTTERMAN: So they had actually taken,      24 not 150: they had taken 500.      25 A <u>Correct.</u></p>	<p style="text-align: right;">Page 80</p> <p>1 A <u>Basically, it's a funding for some kind of</u>      2 <u>business, it looks like.</u>      3 Q <u>Do you have any idea actually who it was from?</u>      4 A <u>No.</u>      5 Q <u>Okay. Did you actually hit the "Visit Here"</u>      6 <u>button?</u>      7 A <u>No, I didn't.</u>      8 Q <u>And so you didn't apply for anything as a</u>      9 <u>result of receiving this e-mail.</u>      10 A <u>Correct.</u>      11 Q Now, down below it says, "If you wish to not      12 receive further communication from our company, please      13 follow these instructions." And then it has the      14 instructions on the next page for clicking on a link and      15 so on. Did you do that to stop any further      16 communications?      17 A <u>Yes.</u>      18 Q <u>And did that end it?</u>      19 A <u>Correct.</u>      20 MR. WILENS: Not quite, but get to the next      21 exhibit.      22 MR. PUTTERMAN: Yeah, okay. I see. Okay,      23 Exhibit 12 is MALONE16.      24 (Defendants' Exhibit 12 was marked      25 for identification.)</p>
<p style="text-align: right;">Page 79</p> <p>1 Q <u>Okay. Plus 150?</u>      2 A <u>At first they did the 150.</u>      3 Q <u>Okay. Then they took another 500.</u>      4 A <u>Correct.</u>      5 Q <u>Now, did Chase end up refunding the whole 650?</u>      6 A <u>Correct.</u>      7 Q <u>Okay. And this was all taken from Bottom</u>      8 <u>Dollar after they extended the loan, after you paid it</u>      9 <u>off?</u>      10 A <u>Correct.</u>      11 Q <u>So you did not make a claim for any of the</u>      12 <u>money you originally paid off; correct?</u>      13 A <u>Correct.</u>      14 Q <u>So that was not refunded to you.</u>      15 A <u>Correct.</u>      16 MR. PUTTERMAN: Okay. Exhibit 11 will be      17 MALONE14 and 15.      18 (Defendants' Exhibit 11 was marked      19 for identification.)      20 Q BY MR. PUTTERMAN: Can you tell us what this      21 e-mail is?      22 A <u>I don't remember.</u>      23 Q <u>It's something you received?</u>      24 A <u>Correct.</u>      25 Q <u>And did you understand what it was?</u></p>	<p style="text-align: right;">Page 81</p> <p>1 MR. PUTTERMAN: Jeff, I don't have a third      2 copy, but I think you know what it is.      3 MR. WILENS: You already gave it to me. I got      4 both of these already.      5 MR. PUTTERMAN: All right. Exhibit 12 is the      6 second one you got there, MALONE16.      7 Q And is this an e-mail you received from      8 something called either Advanced Network or      9 thecurrencyrundown.com?      10 A <u>Yes.</u>      11 Q Did you actually make an application to anybody      12 that resulted in you receiving this e-mail?      13 A <u>No.</u>      14 Q Okay. You just got this sort of random?      15 A <u>Yes.</u>      16 MR. WILENS: Sort of spammy.      17 MR. PUTTERMAN: Hmm?      18 MR. WILENS: Like spam.      19 MR. PUTTERMAN: Yeah. I don't disagree.      20 Q And do you have any idea what the source of      21 this was, in other words, how they got your e-mail      22 address?      23 A <u>No, I don't know.</u>      24 Q And you did not make a December 30, 2012      25 request for a payday advance?</p>

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<p>1   <b>A</b> <u>No.</u></p> <p>2   <b>MR. PUTTERMAN:</b> Exhibit 13 is MALONE17. 3                     (Defendants' Exhibit 13 was marked 4                     for identification.)</p> <p>5   <b>Q</b> BY MR. PUTTERMAN: And this is another e-mail 6 from something called, it says "Account Services," but 7 yourcashplanner.com. And this was something also that 8 you did not solicit; is that right?</p> <p>9   <b>A</b> <u>Correct.</u></p> <p>10   <b>MR. WILENS:</b> I think it goes with 16, same 11 address.</p> <p>12   <b>MR. PUTTERMAN:</b> No, it actually isn't.</p> <p>13   <b>MR. WILENS:</b> At the bottom, "Safely 14 Discontinue" in Delray Beach, Florida.</p> <p>15   <b>MR. PUTTERMAN:</b> Oh, yeah. But I was looking 16 thecurrencyrundown.com and yourcashplanner.com. But I 17 agree, this could be the same thing. I just don't know. 18 Yes, I see the address is the same. Okay.</p> <p>19   <b>Q</b> So you received this also, but this was not, 20 again, based upon anything that you did or applied for.</p> <p>21   <b>A</b> <u>Correct.</u></p> <p>22   <b>MR. PUTTERMAN:</b> Okay. Why don't we go off the 23 record for a minute.</p> <p>24   <b>THE VIDEOGRAPHER:</b> The time is 12:24 p.m. 25 We're going off the record. This is the end of media</p>	<p>1   <u>about his relationship with MoneyMutual; is that right?</u></p> <p>2   <b>A</b> <u>Correct.</u></p> <p>3   <b>Q</b> <u>And you've never directly communicated with</u> 4 <u>Mr. Williams concerning any matter.</u></p> <p>5   <b>A</b> <u>No.</u></p> <p>6   <b>Q</b> <u>Okay. Let's go to paragraph 6, Glenn McKay. I</u> 7 <u>think you indicated earlier that you did not know who</u> 8 <u>Mr. McKay was?</u></p> <p>9   <b>A</b> <u>No.</u></p> <p>10   <b>Q</b> <u>Okay. And therefore you obviously have never</u> 11 <u>communicated with him?</u></p> <p>12   <b>A</b> <u>No.</u></p> <p>13   <b>Q</b> <u>And you don't know what relationship he has</u> 14 <u>with MoneyMutual or with any of the other defendants?</u></p> <p>15   <b>A</b> <u>No.</u></p> <p>16   <b>Q</b> <u>Okay. No. 7, paragraph 7 on page 4. Have you</u> 17 <u>ever heard of PartnerWeekly LLC, other than in</u> 18 <u>communications possibly with your counsel?</u></p> <p>19   <b>A</b> <u>No.</u></p> <p>20   <b>Q</b> <u>So you don't know anything about it?</u></p> <p>21   <b>A</b> <u>No.</u></p> <p>22   <b>Q</b> <u>And you've never communicated to your</u> 23 <u>knowledge, with anybody at PartnerWeekly LLC.</u></p> <p>24   <b>A</b> <u>I haven't.</u></p> <p>25   <b>Q</b> <u>Paragraph 8 concerns a gentleman named Brian</u></p>
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<p>1   No. 1. 2                 (Luncheon recess)</p> <p>3   <b>THE VIDEOGRAPHER:</b> We are back on the record. 4 The time is 1:15 p.m., and this is the beginning of 5 media No. 2.</p> <p>6   <b>Q</b> BY MR. PUTTERMAN: Good afternoon, Ms. Malone.</p> <p>7   <b>A</b> <u>Good afternoon.</u></p> <p>8   <b>Q</b> <u>I'd like to go through Exhibit 2 with you now,</u> 9 <u>which is the complaint, and I believe you have that in</u> 10 <u>front of you.</u></p> <p>11   <b>A</b> <u>Yes.</u></p> <p>12   <b>Q</b> <u>And we've touched on a few points there, but</u> 13 <u>I'd like to go through it in a little bit more detail,</u> 14 <u>if we may. Now, some of this is going to be confirming</u> 15 <u>what you said earlier, but I'm going to try and keep</u> 16 <u>that to a minimum.</u></p> <p>17   <u>Would you first of all turn to paragraph 5.</u></p> <p>18   <b>A</b> <u>Okay.</u></p> <p>19   <b>Q</b> <u>Now, this refers to defendant Montel Brian</u> 20 <u>Anthony Williams, who is most commonly known as Montel</u> 21 <u>Williams. And you testified concerning having seen</u> 22 <u>Mr. Williams on TV advertisements as an endorser of</u> 23 <u>MoneyMutual. Correct?</u></p> <p>24   <b>A</b> <u>Correct.</u></p> <p>25   <b>Q</b> <u>Now, you personally don't know anything else</u></p>	<p>1   <u>Rauch, R-a-u-c-h. And is it correct that you also don't</u> 2 <u>know who Mr. Rauch is?</u></p> <p>3   <b>A</b> <u>Correct.</u></p> <p>4   <b>Q</b> <u>You've never had any communications with him?</u></p> <p>5   <b>A</b> <u>No.</u></p> <p>6   <b>Q</b> <u>And you have no idea what his role or</u> 7 <u>relationship is or was with MoneyMutual or Selling</u> 8 <u>Source or any of the other defendants?</u></p> <p>9   <b>A</b> <u>No.</u></p> <p>10   <b>Q</b> <u>That's correct?</u></p> <p>11   <b>A</b> <u>Correct. I'm sorry.</u></p> <p>12   <b>Q</b> <u>That's okay.</u></p> <p>13   <u>Paragraph 9 refers to John Hashman. So again,</u> 14 <u>you don't know who Mr. Hashman is?</u></p> <p>15   <b>A</b> <u>No.</u></p> <p>16   <b>Q</b> <u>You've never communicated with him?</u></p> <p>17   <b>A</b> <u>No.</u></p> <p>18   <b>Q</b> <u>You don't know what his role or relationship</u> 19 <u>was with any of the other defendants?</u></p> <p>20   <b>A</b> <u>No.</u></p> <p>21   <b>Q</b> <u>Now let's look at 18, 19, and 20, which are on</u> 22 <u>page 6. And these are also names that we discussed</u> 23 <u>briefly earlier. Mr. Humphreys, Mr. Tulley, and</u> 24 <u>Mr. Irby. Do you see that?</u></p> <p>25   <b>A</b> <u>Yes.</u></p>

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<p>1    Q    And again, you don't know who any of those      2    gentlemen are; correct?</p> <p>3    A    Correct.</p> <p>4    Q    You've never communicated with any of them?</p> <p>5    A    No.</p> <p>6    Q    And you have no idea what their role or      7    relationship is with any of the other defendants?</p> <p>8    A    No.</p> <p>9    Q    Okay. Correct?</p> <p>10   A    Correct. I'm sorry.</p> <p>11   Q    Thank you.</p> <p>12   Let me ask you a question, just departing from      13   the complaint for a moment. I believe you testified      14   that you first contacted your counsel, Mr. Wilens, in      15   approximately September of 2013; correct?</p> <p>16   A    Correct.</p> <p>17   Q    And was that prompted by the problems you were      18   having with Bottom Dollar?</p> <p>19   A    Yes.</p> <p>20   Q    And at that time, you didn't have any knowledge      21   that anything – or belief, you didn't have any belief      22   that anything that MoneyMutual had done had anything to      23   do with the problems you were having with Bottom Dollar;      24   correct?</p> <p>25   A    Correct.</p>	<p>1    Q    Right. But they didn't say the loan was coming      2    from MoneyMutual.</p> <p>3    A    Yeah, it didn't say.</p> <p>4    Q    Okay. In fact, have you ever seen or heard      5    anywhere that MoneyMutual itself made loans?</p> <p>6    A    I'm not aware.</p> <p>7    Q    So when you found out that the loan was coming      8    from Bottom Dollar Payday, or was made by Bottom Dollar,      9    at that time did you think at all about whether or not      10   Bottom Dollar was legally allowed to make loans in      11   California?</p> <p>12   MR. WILENS: Objection. Calls for a legal      13   conclusion.</p> <p>14   Q    BY MR. PUTTERMAN: You can respond.</p> <p>15   A    I didn't know.</p> <p>16   Q    Did you care?</p> <p>17   A    At the time, no.</p> <p>18   Q    When did you first start caring?</p> <p>19   A    When I started getting threatening calls.</p> <p>20   Q    And how did you connect up in your mind with      21   whether or not Bottom Dollar was allowed to make loans      22   in California?</p> <p>23   A    I still didn't know then.</p> <p>24   Q    Okay. You didn't know one way or another.</p> <p>25   A    Correct.</p>
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<p>1    Q    And I think you indicated you really got that      2    loan because you were in a serious financial bind      3    because of your car loan payment; correct?</p> <p>4    A    Correct.</p> <p>5    Q    And did you at that time stop to think about      6    whether or not Bottom Dollar was allowed to make loans      7    in California?</p> <p>8    MR. WILENS: Objection. Vague as to what time.      9    She didn't know about Bottom Dollar.</p> <p>10   MR. PUTTERMAN: When she got the loan.</p> <p>11   MR. WILENS: Again, you could ask her, but it's      12   not even clear when she heard the name "Bottom Dollar."      13   She thought she was dealing with MoneyMutual.</p> <p>14   MR. PUTTERMAN: Hold it. I told you, stop      15   trying --</p> <p>16   MR. WILENS: That's what she testified to.</p> <p>17   MR. PUTTERMAN: No, she didn't.</p> <p>18   MR. WILENS: Fine. Why don't you ask her.</p> <p>19   Q    BY MR. PUTTERMAN: When you got the loan, when      20   you were contacted by somebody and then got the loan,      21   you learned that that was Bottom Dollar; correct?</p> <p>22   A    Afterwards.</p> <p>23   Q    Okay. But MoneyMutual didn't say, "We're      24   making you a loan," did they?</p> <p>25   A    Well, they did say I was approved.</p>	<p>1    Q    And that wasn't the issue for you, was it?</p> <p>2    A    No.</p> <p>3    Q    The issue was, you were getting these calls      4    because they claimed to have rolled over a loan that you      5    had already paid off.</p> <p>6    A    Correct.</p> <p>7    MR. WILENS: Let me talk to my client, please.</p> <p>8    We're off the record.</p> <p>9    MR. PUTTERMAN: Go off the record.</p> <p>10   THE VIDEOGRAPHER: The time is 1:23 p.m. We      11   are going off the record.</p> <p>12   (Off record)</p> <p>13   THE VIDEOGRAPHER: The time is 1:26 p.m. We      14   are back on the record.</p> <p>15   Q    BY MR. PUTTERMAN: Okay, let us turn to      16   paragraph 53, which we looked at earlier, on page 17,      17   starts on page 17. And we read this into the record      18   before, but you're confirming now you did not receive a      19   loan from Cash Yes, and the only payday loan you've ever      20   received was from Bottom Dollar Payday.</p> <p>21   A    Correct.</p> <p>22   Q    Okay. And you've never, ever applied for      23   another payday loan.</p> <p>24   A    Correct.</p> <p>25   Q    Either before or after your Bottom Dollar</p>

<p style="text-align: right;">Page 90</p> <p>1 <u>Payday loan.</u>      2 <b>A</b> <u>Correct.</u>      3 <u>Q Let me ask you this about television ads. How</u>  <u>4 many times do you recall seeing television ads for</u>  <u>5 MoneyMutual?</u>      6 <b>A</b> <u>Several times.</u>      7 <u>Q Do you remember exactly what was said on them?</u>      8 <b>A</b> <u>Not verbatim, no.</u>      9 <u>Q What's your general recollection of what they</u>  <u>10 said?</u>      11 <u>A That you can get money the same day, that</u>  <u>12 they're reliable. Basically, that's it, what I can</u>  <u>13 remember.</u>      14 <u>Q Would it be correct that you probably saw a</u>  <u>15 television ad for MoneyMutual at about the same time you</u>  <u>16 were having an issue over paying your car loan?</u>      17 <b>A</b> <u>I saw it before then, too.</u>      18 <u>Q I understand that. And I'm sorry, I didn't</u>  <u>19 mean to imply otherwise, but you think you then saw it</u>  <u>20 around that time as well?</u>      21 <b>A</b> <u>Yes.</u>      22 <u>Q And that prompted you to go to the website?</u>      23 <b>A</b> <u>Correct.</u>      24 <u>Q Now, when you went to the website, did you go</u>  <u>25 straight for the page on which you could submit your</u></p>	<p style="text-align: right;">Page 92</p> <p>1 those terms mean.      2 But if you understand it, you can answer.      3 <u>Q BY MR. PUTTERMAN: Or if you need to ask a</u>  <u>4 question about some of the terms in there, you can, of</u>  <u>5 course.</u>      6 <b>A</b> <u>They're saying that it was a postdated check.</u>      7 <u>MR. WILENS:</u> Hold on. It's not what they're      8 saying.      9 <u>THE WITNESS:</u> I mean, what it's stating here.      10 <u>Q BY MR. PUTTERMAN: Yes.</u>      11 <u>MR. WILENS:</u> Well, I'm going to object. The      12 term "postdated check" is not defined for the witness.      13 It has a different meaning in this context.      14 <u>MR. PUTTERMAN:</u> Well, why don't you define what      15 the meaning was that you had in mind, since you wrote      16 it.      17 <u>MR. WILENS:</u> According to the State of      18 California, an electronic draft is the same as a      19 postdated check. So it doesn't have to be a physical      20 piece of paper. It can be an electronic authorization      21 to draw money from a bank account on a certain date.      22 <u>Q BY MR. PUTTERMAN:</u> Okay. Work with that      23 definition. I'm not adopting it, agreeing to it or      24 anything else, but I don't have to.      25 Using that definition, is that what you did</p>
<p style="text-align: right;">Page 91</p> <p>1 <u>information for a loan?</u>      2 <b>A</b> <u>No. It gives you like a small introduction.</u>      3 <u>Q Okay, we'll get back to that in a little bit.</u>      4 <u>So you went to that, you saw that page.</u>      5 <b>A</b> <u>Correct.</u>      6 <u>Q And then you went to the loan, which you could</u>  <u>7 submit your information.</u>      8 <b>A</b> <u>Correct.</u>      9 <u>Q Okay. And you did that.</u>      10 <b>A</b> <u>Yes.</u>      11 <u>Q Have you ever gone back to the MoneyMutual</u>  <u>12 website for any reason, whether just to look at it or</u>  <u>13 apply for a loan or --</u>      14 <b>A</b> <u>No.</u>      15 <u>Q Okay. Let's go to paragraph 55 on page 18.</u>      16 <b>A</b> <u>Okay.</u>      17 <u>Q Would you read that to yourself.</u>      18 <b>A</b> <u>(Examining document) Okay.</u>      19 <u>Q Was that your arrangement with Bottom Dollar</u>  <u>20 Payday? Does that describe your arrangement with them?</u>      21 <u>MR. WILENS:</u> Hold on. Which paragraph are you      22 looking at here?      23 <b>MR. PUTTERMAN:</b> 55.      24 <u>MR. WILENS:</u> Okay. I'm going to object.      25 There's no foundation the witness knows what some of</p>	<p style="text-align: right;">Page 93</p> <p>1 with Bottom Dollar payday?      2 <b>A</b> <u>Yes.</u>      3 <u>Q Okay. And look at paragraph 57. It says,</u>  <u>4 quote:</u>      5 <u>"As set forth above, because all of</u>  <u>6 the foregoing loans were made by</u>  <u>7 unlicensed lenders, they were all</u>  <u>8 illegal."</u>      9 <u>Do you personally know anything about that?</u>      10 <b>A</b> <u>No.</u>      11 <u>Q Okay. Let's look at paragraph 59. Now, it</u>  <u>12 says first, quote:</u>      13 <u>"During the Class Period, Defendant</u>      14 <u>Selling Source was engaged in the</u>      15 <u>business of promoting and facilitating</u>      16 <u>payday loans by unlicensed lenders to</u>      17 <u>California residents."</u>      18 <u>Now, I think you indicated before that you'd</u>      19 <u>never heard of Selling Source; correct?</u>      20 <b>A</b> <u>Correct.</u>      21 <u>Q So you don't know anything about what Selling</u>      22 <u>Source did or did not do.</u>      23 <b>A</b> <u>Correct.</u>      24 <u>Q Then it says, quote:</u>      25 <u>"Selling Source did this by</u></p>

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<p>1       <u>aggressively marketing the loans on the</u>  2       <u>Internet and to a lesser extent radio</u>  3       <u>and television."</u></p> <p>4       Now, you've testified that you did see  5       <u>MoneyMutual ads on television. Correct?</u></p> <p>6       <b>A    Correct.</b></p> <p>7       <b>Q    Do you recall if those ads said anything about</b>  8       <u>Selling Source?</u></p> <p>9       <b>A    I don't remember.</b></p> <p>10      <b>Q    Okay. You remember MoneyMutual, though.</b></p> <p>11      <b>A    Correct.</b></p> <p>12      <b>Q    And you remember the fact that Montel Williams</b>  13      <u>was the endorser on those ads.</u></p> <p>14      <b>A    Correct.</b></p> <p>15      <b>Q    Okay. Next sentence is, quote:</b>  16        <u>"Selling Source obtained leads in</u>  17        <u>part by creating branded websites."</u></p> <p>18       Would it be correct that you don't know  19       anything about that?</p> <p>20      <b>A    I'm not for sure.</b></p> <p>21      <b>Q    Do you think you know anything at all?</b></p> <p>22      <b>MR. WILENS:</b> Well, we had conversations with my  23       clients, so attorney-client privilege.</p> <p>24      <b>MR. PUTTERMAN:</b> No, no, no, exclude -- I'm  25       asking as to your personal knowledge, without regard for</p>	<p>1       are interrogatories, anyway. I mean, asking them if she  2       knows about each fact alleged in the complaint sounds  3       like an interrogatory to me, a contention interrogatory.</p> <p>4       <b>MR. PUTTERMAN:</b> I don't really care what it  5       sounds like you to. And it's not a contention  6       interrogatory, if you're asking about personal  7       knowledge.</p> <p>8       <b>Q    Okay, paragraph 60. I think we've discussed</b>  9       <u>the subject matter of this before, but could you read</u>  10      <u>that to yourself again?</u></p> <p>11      <b>A    (Examining document) Okay.</b></p> <p>12      <b>Q    And it's correct, isn't it, that you don't know</b>  13      <u>anything about those gentlemen and what they did do or</u>  14      <u>did not do or might have done or anything?</u></p> <p>15      <b>A    Correct.</b></p> <p>16      <b>Q    Okay. Is the same true for paragraph 61?</b></p> <p>17      <b>MR. WILENS:</b> It's like 10 lines. Are you  18       asking her to read the whole thing --</p> <p>19      <b>MR. PUTTERMAN:</b> Yeah, does she have personal  20       knowledge of anything that's alleged in paragraph 61.</p> <p>21      <b>Q    And by "personal knowledge," I mean information</b>  22       <u>or knowledge that you did not get from a conversation or</u>  23       <u>communication with your counsel.</u></p> <p>24      <b>MR. WILENS:</b> Off the top of her head, okay, for  25       what it's worth, you can get these answers. I don't</p>
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<p>1       any conversation you may have had with your counsel.</p> <p>2       <b>THE WITNESS:</b> I don't remember.</p> <p>3       <b>Q    BY MR. PUTTERMAN:</b> Now, looking at last  4       <u>sentence, which refers to spam e-mails, you never</u>  5       <u>received any e-mails at all from Selling Source;</u>  6       <u>correct?</u></p> <p>7       <b>A    No.</b></p> <p>8       <b>Q    And you've never seen any advertisements for</b>  9       <u>Selling Source on any other website; correct?</u></p> <p>10      <b>A    I don't know.</b></p> <p>11      <b>MR. WILENS:</b> Are you -- Selling Source by name,  12       <u>they could have been using any one of hundreds of names.</u></p> <p>13      <b>Q    BY MR. PUTTERMAN:</b> I'm referring to Selling  14       Source by name.</p> <p>15      <b>A    Not that I can recall.</b></p> <p>16      <b>Q    Okay.</b></p> <p>17       The witness, as you yourself have said, would  18       not know.</p> <p>19      <b>MR. WILENS:</b> She has no way of knowing what  20       Selling Source is, because they could be using any  21       number of many other names.</p> <p>22      <b>MR. PUTTERMAN:</b> That's all I'm inquiring about.</p> <p>23      <b>MR. WILENS:</b> Well, I'll stipulate to that.</p> <p>24      Doesn't get Selling Source off the hook, that's for  25       sure. Hope you're not going to ask the witness -- these</p>	<p>1       know what good it's going to do you.</p> <p>2       <b>MR. PUTTERMAN:</b> I realize you're just trying to  3       keep yourself awake with those comments. But I'm  4       perfectly fine if you want to go on sleep.</p> <p>5       <b>MR. WILENS:</b> No, I don't want you to ask my  6       client every single alleged fact in the complaint. That  7       will take a long time.</p> <p>8       <b>MR. PUTTERMAN:</b> Well, what you want is not  9       dispositive here, and you'll notice that I have not  10       asked her about substantial parts of the complaint.</p> <p>11      <b>MR. WILENS:</b> I haven't noticed that. You could  12       be working out of sequence, for all I know.</p> <p>13      <b>MR. PUTTERMAN:</b> Stop.</p> <p>14      <b>THE WITNESS:</b> No, I don't know.</p> <p>15      <b>Q    BY MR. PUTTERMAN:</b> Okay. Let's skip to  16       paragraph 67. Why don't you read that to yourself.</p> <p>17      <b>A    (Examining document) Okay.</b></p> <p>18      <b>Q    Now, you don't know anything about the</b>  19       <u>relationship of MoneyMutual and PartnerWeekly and</u>  20       <u>Selling Source with each other; correct?</u></p> <p>21      <b>A    No, I don't.</b></p> <p>22      <b>Q    Okay. Would you go down to paragraph 70,</b>  23       <u>please. And read that to yourself. Actually, why don't</u>  24       <u>you read all the way through paragraph 72.</u></p> <p>25      <b>MR. WILENS:</b> So what paragraph is she reading?</p>

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<p>1       <b>MR. PUTTERMAN:</b> 70 through 72.      2       <b>THE WITNESS:</b> (Examining document) Okay.      3       <b>Q</b> BY MR. PUTTERMAN: So it's correct you don't      4       know anything about the marketing contracts that are      5       referred to in those paragraphs; correct?      6       <b>A</b> Correct.      7       <b>MR. PUTTERMAN:</b> Look at all these things I'm      8       skipping here. Make you very happy, Jeff.      9       <b>MR. WILENS:</b> I realize you're just stretching      10      it out.      11      <b>MR. PUTTERMAN:</b> I think your nickname should be      12      "Last Word Wilens."      13      <b>MR. WILENS:</b> First word and last word.      14      <b>MR. PUTTERMAN:</b> And every middle word also.      15      <b>MR. WILENS:</b> I get my way.      16      <b>Q</b> BY MR. PUTTERMAN: Okay, would you turn to      17      paragraph 100, please.      18      <b>A</b> Okay.      19      <b>Q</b> And have you read that to yourself?      20      <b>A</b> Okay.      21      <b>Q</b> Okay. You don't know anything about how any of      22      the MoneyMutual defendants generated their revenue;      23      correct?      24      <b>A</b> No, I don't.      25      <b>Q</b> Okay. Now we're getting to allegations about</p>	<p>1       <b>MR. PUTTERMAN:</b> Yours are in color?      2       <b>MR. WILENS:</b> Yeah.      3       <b>MR. PUTTERMAN:</b> Really? Okay. Good for you.      4       <b>Q</b> This first page under Exhibit A, where it says      5       "Apply Now," see, with the exclamation point?      6       <b>A</b> Yes.      7       <b>Q</b> Do you recall reviewing this page on the      8       MoneyMutual website?      9       <b>A</b> Yes.      10      <b>Q</b> What is it specifically that you remember about      11      it?      12      <b>A</b> The "Apply Now," you can get up to a thousand      13      dollars, and that their lenders -- I mean, he backs      14      their lenders.      15      <b>Q</b> Okay. You understood this to be that he backs      16      the lenders?      17      <b>A</b> Correct.      18      <b>Q</b> You see that it also says here that MoneyMutual      19      is not a lender?      20      <b>A</b> Correct.      21      <b>Q</b> Now, did you actually understand that      22      Mr. Williams was backing the lenders, or that he was      23      backing MoneyMutual?      24      <b>A</b> My understanding, he was advertising for      25      MoneyMutual that lends funds. That was my</p>
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<p>1       the website, and I'm going to ask the reporter to mark      2       as next in order, 14 is the Request for Judicial Notice      3       in Support of the MoneyMutual Defendants', Montel      4       Williams' Motion to Dismiss. And what I'm going to be      5       specifically --      6       <b>MR. WILENS:</b> You're going to put a whole motion      7       in as an exhibit?      8       <b>MR. PUTTERMAN:</b> No, no, it's the request for      9       judicial notice, because it has attached copies from the      10      website. So that's what I'll be referring to.      11      (Defendants' Exhibit 14 was marked      12      for identification.)      13      <b>Q</b> BY MR. PUTTERMAN: Okay, I'm going to ask you      14      to go back first to, see there's one page that's just      15      marked Exhibit A?      16      <b>A</b> Uh-huh.      17      <b>Q</b> And I'd like to go through the pages under      18      Exhibit A with you.      19      <b>MR. WILENS:</b> Mine are in color. Maybe she      20      wants to look at these? Or some of them are in color.      21      <b>MR. PUTTERMAN:</b> I've got black and white here.      22      <b>MR. WILENS:</b> Exhibit A is in color.      23      <b>MR. PUTTERMAN:</b> Really?      24      <b>MR. WILENS:</b> Are we looking at the same      25      document here?</p>	<p>1       understanding.      2       <b>Q</b> Okay. Is this also the introductory statement      3       that you testified a few minutes ago that you read, the      4       statements on this page?      5       <b>A</b> Correct.      6       <b>Q</b> Let's turn to the next page, which says near      7       the top "How It Works." You see that?      8       <b>A</b> Yes.      9       <b>Q</b> Did you read that page?      10      <b>A</b> No.      11      <b>MR. WILENS:</b> What do you mean, that page? It's      12      the same page.      13      <b>MR. PUTTERMAN:</b> I'm referring to the exhibit      14      here.      15      <b>MR. WILENS:</b> Well, I see how it works on the      16      first page.      17      <b>MR. PUTTERMAN:</b> No, no. Okay. It's -- yes, it      18      runs down.      19      <b>Q</b> Do you see that?      20      <b>A</b> Uh-huh.      21      <b>Q</b> In other words, the "How It Works" is at the      22      bottom of the first page, and the same "How It Works" is      23      at the top of the second page.      24      <b>MR. WILENS:</b> Well, it's the same webpage. You      25      just split it into two pages printed out. See, this is</p>

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<p>1 <u>not the way it's on her computer, so I have a problem</u>      2 <u>with you asking her questions --</u>      3 <b>MR. PUTTERMAN:</b> Well, this is the only way I      4 can have it here.      5 Q But regardless what it is, do you recall      6 reading what appears on the second page of this exhibit?      7 A No.      8 Q Okay. Let's go to the third page of the      9 exhibit. And I agree with you, this looks like just      10 scrolling down on the page. So do you remember any part      11 of the -- reading any part of the third page of the      12 exhibit?      13 A No.      14 Q Did you see the little box there at the top of      15 the third page of the exhibit where it says, quote:      16 "Any questions about loan repayment,      17 schedule, and/or fees should be directed      18 to the lender."      19 And then it goes on to say:      20 "Remember -- MoneyMutual is not a      21 lender, and will not be able to provide      22 any information regarding loan repayment      23 schedules, fees, or other loan details."      24 Did you see that?      25 A No.</p>	<p>1 we're going to Exhibit B.      2 <b>MR. WILENS:</b> But then you just said that "these      3 two pages." I'm just trying to figure out which two      4 pages you're referring to.      5 <b>MR. PUTTERMAN:</b> There's two pages under Exhibit      6 B.      7 <b>MR. WILENS:</b> Okay.      8 <b>MR. PUTTERMAN:</b> See?      9 <b>MR. WILENS:</b> It's a little bit clearer in my      10 copy. Why don't you look at this one.      11 <b>MR. PUTTERMAN:</b> That's fine.      12 <b>MR. WILENS:</b> It's in color and the print looks      13 better.      14 Q BY MR. PUTTERMAN: And as I said a minute ago,      15 these two pages are actually just breaking out one      16 webpage that you could scroll down. Do you recall      17 reading anything on this page, this webpage?      18 A Yes.      19 Q What do you recall?      20 A The lender conduct.      21 Q What do you recall about that?      22 A Basically how they say that the lenders that      23 they actually use are good lenders.      24 Q Are what?      25 A Are good lenders.</p>
<p style="text-align: center;">Page 103</p> <p>1 Q Okay. Is it correct, though, that you did not      2 ever call MoneyMutual to complain, at least, in part,      3 about Bottom Dollar Payday because you understood that      4 the loan itself did not come from MoneyMutual, but your      5 loan was with Bottom Dollar Payday?      6 A I didn't know I could call MoneyMutual.      7 Q Did you go back to the website to see?      8 A No.      9 Q They did have -- they had an 800 number.      10 A I see that 1-800 number now, yeah.      11 Q Okay. Let's go to Exhibit B. And again, I      12 agree with what Mr. Wilens will say if I don't, which is      13 that these two pages are actually one webpage scrolled      14 down. Follow me?      15 A Yes.      16 Q So looking at these two pages --      17 <b>MR. WILENS:</b> What do you mean, "these two      18 pages"?      19 <b>MR. PUTTERMAN:</b> On Exhibit B.      20 <b>MR. WILENS:</b> Exhibit B is not the same as      21 Exhibit A.      22 <b>MR. PUTTERMAN:</b> What?      23 <b>MR. WILENS:</b> You said "these two pages." What      24 two pages are you referring to?      25 <b>MR. PUTTERMAN:</b> I just said a minute ago that</p>	<p style="text-align: center;">Page 105</p> <p>1 Q Do you remember reading any of the specifics of      2 the code of lender conduct?      3 <b>MR. WILENS:</b> Why don't you read it now. I      4 don't know how you're going to remember it without      5 reading it. So...      6 <b>THE WITNESS:</b> (Examining document) I      7 remember --      8 <b>MR. WILENS:</b> It continues to the next page. It      9 goes 1, 2, 3, 4, 5.      10 <b>THE WITNESS:</b> (Examining document) As far as      11 the harassment and selling my information to a third      12 party.      13 Q BY MR. PUTTERMAN: Okay, now, with regard to      14 selling information to a third party, you don't know who      15 actually gave your information to a third party:      16 correct?      17 A No.      18 Q Okay. Now, if you remembered these things,      19 didn't that make you think about complaining to      20 MoneyMutual that they had matched you with a lender that      21 was not following this code of lender conduct?      22 A Well, I didn't think to go back to them, and I      23 didn't have their number. I just was dealing with      24 Bottom Dollar.      25 Q Okay. But you knew that you could at least go</p>

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<p>1 <u>I look up the MoneyMutual website and see if there was a</u>      2 <u>number: correct.</u></p> <p>3 <b>A Yeah, I could have.</b></p> <p>4 <u>Q Okay. But you didn't do that.</u></p> <p>5 <b>A Correct.</b></p> <p>6 <u>Q Because you just thought that you should be</u>      7 <u>dealing with Bottom Dollar?</u></p> <p>8 <b>A Correct.</b></p> <p>9 Q Let's go to Exhibit C. Do you recall anything      10 from the pages that appear under Exhibit C?</p> <p>11 <b>A The annual percentage rate, I looked for that,</b>      12 <b>but it didn't give me an amount of how much the rate</b>      13 <b>would be.</b></p> <p>14 <u>Q On the loan?</u></p> <p>15 <b>A Of the loan.</b></p> <p>16 <u>Q Okay. And did you understand that that would</u>      17 <u>depend on the lender?</u></p> <p>18 <b>A No, I didn't understand that.</b></p> <p>19 <u>Q You just didn't see an annual percentage rate</u>      20 <u>on the website.</u></p> <p>21 <b>A Correct.</b></p> <p>22 <u>Q Did that cause you some concern?</u></p> <p>23 <b>A Yes.</b></p> <p>24 <u>Q But you went and applied anyway?</u></p> <p>25 <b>A Yes.</b></p>	<p>1 <b>MR. PUTTERMAN:</b> I'm not ignoring her testimony.</p> <p>2 I'm asking for her testimony.</p> <p>3 <b>MR. WILENS:</b> She told you. She answered it</p> <p>4 already.</p> <p>5 <b>MR. PUTTERMAN:</b> Okay.</p> <p>6 <u>Q Any discussion about interest rate that you had</u>      7 <u>was with Bottom Dollar Payday: correct?</u></p> <p>8 <b>A Well, the person that was on the phone. I</b>      9 <b>don't know if they were the representative from Bottom</b>      10 <b>Dollar or MoneyMutual. But I did discuss it.</b></p> <p>11 <u>Q So far as you understood, though, you were</u>      12 <u>dealing with Bottom Dollar at that point.</u></p> <p>13 <b>MR. WILENS:</b> She just answered the question.</p> <p>14 <u>She said no, she didn't know.</u></p> <p>15 <b>THE WITNESS:</b> I didn't know who I was dealing</p> <p>16 <u>with at that time.</u></p> <p>17 <u>Q BY MR. PUTTERMAN:</u> They didn't identify</p> <p>18 <u>themselves?</u></p> <p>19 <b>A No.</b></p> <p>20 <u>Q Did you ask?</u></p> <p>21 <b>A No.</b></p> <p>22 <u>Q Let's continue to look at Exhibit C. Do you</u>      23 <u>see on the first page on Exhibit C it says, "What is</u>      24 <u>MoneyMutual"?</u></p> <p>25 <b>A Yes.</b></p>
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<p>1 <u>Q Because you needed the loan.</u></p> <p>2 <b>A Correct.</b></p> <p>3 Q Now, when you obtained the loan from Bottom</p> <p>4 Dollar Payday, that did include the interest rate;</p> <p>5 correct?</p> <p>6 <b>A Correct.</b></p> <p>7 Q Did you tell Bottom Dollar Payday that you did</p> <p>8 not want the loan because of the interest rate?</p> <p>9 <b>A When they contacted me, I asked them, what was</b>      10 <b>the interest rate, and they didn't give it to me. So at</b>      11 <b>that time I didn't know.</b></p> <p>12 Q But you finally saw it on the agreement;</p> <p>13 correct?</p> <p>14 <b>A Yes, but it was already in my account.</b></p> <p>15 Q Okay. But that was all strictly dealing with</p> <p>16 Bottom Dollar Payday; right?</p> <p>17 <b>MR. WILENS:</b> Objection. Argumentative. She</p> <p>18 got it through MoneyMutual. She --</p> <p>19 <b>MR. PUTTERMAN:</b> No. Let's not have</p> <p>20 any recidivism here.</p> <p>21 <b>MR. WILENS:</b> Well, don't put words in her</p> <p>22 mouth. She told you how she got the loan.</p> <p>23 <b>MR. PUTTERMAN:</b> It's cross-examination.</p> <p>24 <b>MR. WILENS:</b> That doesn't mean that you can</p> <p>25 ignore her testimony.</p>	<p>1 <u>Q Did you read what was under that?</u></p> <p>2 <b>A Yes.</b></p> <p>3 <u>Q So you understood from that that MoneyMutual</u>      4 <u>was going to try to connect you with a lender.</u></p> <p>5 <b>A Correct.</b></p> <p>6 <u>Q Okay. And you didn't understand that</u>      7 <u>MoneyMutual itself was the lender.</u></p> <p>8 <b>MR. WILENS:</b> The way you phrased that is</p> <p>9 awkward, but she can answer it.</p> <p>10 <b>MR. PUTTERMAN:</b> Right.</p> <p>11 <b>THE WITNESS:</b> Well, I figured they had, within</p> <p>12 MoneyMutual, it would be a lender.</p> <p>13 <u>Q BY MR. PUTTERMAN:</u> And what do you mean when</p> <p>14 you say "within MoneyMutual"?</p> <p>15 <b>A Like you apply for a loan and they give you a</b>      16 <b>loan officer, but it's still with that company, not</b>      17 <b>outside of the company.</b></p> <p>18 <u>Q Well, remember -- and why did you think that?</u></p> <p>19 <b>A Because I was going through MoneyMutual.</b></p> <p>20 <u>Q Remember, we looked at Exhibit A and you said</u>      21 <u>you had seen the first page on Exhibit A?</u></p> <p>22 <b>A Correct.</b></p> <p>23 Q And it says MoneyMutual is not a lender.</p> <p>24 <b>MR. WILENS:</b> Yeah, by that name. Maybe they</p> <p>25 have other names. You're arguing with the witness.</p>

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<p style="text-align: right;">Page 114</p> <p>1 You don't have to answer that question.      2 <b>MR. PUTTERMAN:</b> Yeah, she does.      3 <b>MR. WILENS:</b> You're asking her, if she had read      4 this back in November 2012, would she then have      5 concluded what?      6 <b>MR. PUTTERMAN:</b> Would she have understood then      7 why there was no APR listed on the MoneyMutual website.      8 <b>MR. WILENS:</b> Well, why can't you list the      9 lender's APRs on the website?      10 <b>MR. PUTTERMAN:</b> Actually, you're not allowed      11 to. FTC won't permit it.      12 <b>MR. WILENS:</b> Well, I don't know -- I'm just      13 saying, it's possible.      14 <b>MR. PUTTERMAN:</b> FTC won't permit it.      15 <b>MR. WILENS:</b> That's not what you say in your      16 explanation.      17 <b>MR. PUTTERMAN:</b> The FTC won't permit it.      18 <b>MR. WILENS:</b> The lenders advertise rates on      19 their websites.      20 <b>MR. PUTTERMAN:</b> FTC will not permit a loan      21 generator to do it, a lead generator.      22 <b>MR. WILENS:</b> You mean a loan broker?      23 Q BY MR. PUTTERMAN: Can you answer my question?      24 <b>MR. WILENS:</b> Do you understand the question?      25 He's asking you, assuming you had read this back then,</p>	<p style="text-align: right;">Page 116</p> <p>1 all have different rates.      2 <b>MR. PUTTERMAN:</b> No, that's not what I want.      3 Q <u>What I want to see is if you -- let me ask it</u>  <u>this way. Would you have understood that whatever the</u>  <u>interest rate would be would depend on the lender with</u>  <u>whom you were matched?</u>      6 A <u>No.</u>      7 Q <u>You would not have understood this from that</u>  <u>paragraph?</u>      8 A <u>No.</u>      9 Q <u>Even though, it says, quote, "The reason for</u>  <u>this is that terms, rates, APRs, and fees vary from</u>  <u>lender to lender."</u>      10 <b>MR. WILENS:</b> I'm going to object. Arguing --      11 maybe she doesn't believe that.      12 <b>MR. PUTTERMAN:</b> Stop coaching the witness.      13 <b>MR. WILENS:</b> No, you're just arguing with her.      14 Q BY MR. PUTTERMAN: Do you understand what that      15 sentence means?      16 <b>MR. WILENS:</b> That's what they claim.      17 <b>MR. PUTTERMAN:</b> Jeff, be quiet.      18 <b>MR. WILENS:</b> No. Stop arguing with my witness.      19 <b>MR. PUTTERMAN:</b> You know what --      20 <b>MR. WILENS:</b> Ask another question.      21 <b>MR. PUTTERMAN:</b> -- we're going -- I'm going to</p>
<p style="text-align: right;">Page 115</p> <p>1 would you know what the reason is that they can't list      2 the APR on the website?      3 <b>THE WITNESS:</b> No.      4 Q BY MR. PUTTERMAN: You don't understand, you      5 would not understand that terms and interest rates and      6 so on vary from lender to lender?      7 <b>MR. WILENS:</b> How would she know they vary?      8 That's what you're saying.      9 <b>MR. PUTTERMAN:</b> Okay, she's only worked in      10 banks for how long?      11 <b>MR. WILENS:</b> Most banks have pretty much the      12 same interest rate. There's very little competition.      13 <b>MR. PUTTERMAN:</b> Thank you for that economic      14 dissertation, Mr. Wilens.      15 <b>MR. WILENS:</b> But you can list all the lenders,      16 all the banks' rates. They're published in the      17 newspaper.      18 Q BY MR. PUTTERMAN: Did you understand that      19 whatever lender you went to would have its own rates,      20 terms, and so on?      21 <b>MR. WILENS:</b> Okay, I'm going to object to the      22 form of your question, because you're assuming that's      23 true, and we don't even know if that's true or not.      24 <b>MR. PUTTERMAN:</b> Doesn't matter.      25 <b>MR. WILENS:</b> He wants you to assume that they</p>	<p style="text-align: right;">Page 117</p> <p>1 go for a protective order against you.      2 <b>MR. WILENS:</b> Go ahead.      3 <b>MR. PUTTERMAN:</b> I will. And if you think I      4 won't, you're kidding yourself.      5 <b>MR. WILENS:</b> You can't have a protective order      6 against me.      7 <b>MR. PUTTERMAN:</b> Yeah, I can, for making      8 speaking objections at deposition, I can, and you know      9 it.      10 <b>MR. WILENS:</b> The question you just asked was      11 completely improper. You're trying to argue with her.      12 Q BY MR. PUTTERMAN: <u>Do you understand what that</u>  <u>sentence means?</u>      13 A <u>Reading it now?</u>      14 Q <u>Yes.</u>      15 A <u>Understand what it's saying here. But I</u>  <u>didn't understand that then.</u>      16 Q <u>Do you actually remember reading that in 2012?</u>      17 A <u>I don't remember reading that.</u>      18 Q <u>Has something occurred which would cause you to</u>  <u>have understood something now, like this sentence, that</u>  <u>you would not have understood in 2012?</u>      19 A <u>I don't understand why you can't give me the</u>  <u>interest rate based on the dollar amount that I'm</u>  <u>requiring.</u></p>

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<p>1    Q    Okay. But whether you believe that MoneyMutual      2    could or could not, the question is, did you understand      3    that they were not providing it here?</p> <p>4    A    I understand it today.</p> <p>5    Q    Well, and you testified earlier that you      6    couldn't find an APR on the website then; correct?</p> <p>7    A    Correct. I couldn't.</p> <p>8    Q    And that caused you some concern; is that      9    right?</p> <p>10   A    Correct.</p> <p>11   Q    But you went ahead and applied anyway.</p> <p>12   A    Correct.</p> <p>13   Q    You didn't try to call the 800 number that      14   appears in several places on the website; correct?</p> <p>15   A    Someone did call me.</p> <p>16   Q    I'm asking about before you applied.</p> <p>17   A    Correct.</p> <p>18   Q    And you see there's some other material that      19   goes down on this page. There's a heading that says,      20   "What happens if I don't pay the loan back on time or      21   don't pay it back at all?" And then it says, "What is      22   the renewal policy for these types of loans?"</p> <p>23       Now, did you read the information that was      24   under there?</p> <p>25   A    No. I didn't see it.</p>	<p>1    MR. WILENS: Objection. Argumentative. It's      2    fine print. Maybe she didn't even notice it. It was      3    not visible to her. You're just arguing with the      4    witness.</p> <p>5    Q    BY MR. PUTTERMAN: Okay, you can answer the      6    question.</p> <p>7    MR. WILENS: Was it important for them to tell      8    you the truth on the website?</p> <p>9    MR. PUTTERMAN: No, you don't get to ask the      10   questions here in my examination.</p> <p>11   MR. WILENS: Well, then I'll advise the witness      12   that the question is arguing with her.</p> <p>13       Basically, just --</p> <p>14   Q    BY MR. PUTTERMAN: You can respond.</p> <p>15   MR. WILENS: -- refusing to believe you.</p> <p>16   Q    BY MR. PUTTERMAN: You can respond.</p> <p>17   A    Yes, I did care.</p> <p>18   Q    Okay. But not enough to contact MoneyMutual to      19   ask about it?</p> <p>20   MR. WILENS: Objection. Argumentative about      21   how much she cared.</p> <p>22       Did you care a lot?</p> <p>23   MR. PUTTERMAN: You don't get to ask the      24   questions here.</p> <p>25   MR. WILENS: You don't get to argue with my</p>
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<p>1    Q    And why was that?</p> <p>2    A    Apparently didn't scroll down far enough.</p> <p>3    Q    Because what you were primarily interested in      4    was applying for the loan so that you could get money to      5    pay your car loan; correct?</p> <p>6    A    Correct.</p> <p>7    Q    Now, at the bottom of the page and carrying      8    over to the next page, it says, quote, "You may also      9    contact us via snail mail at the address below." And      10   above that, it also provides, see, above that it says,      11   quote:</p> <p>12       MoneyMutual provides its services      13   in compliance with Federal and      14   applicable law. We work hard to provide      15   a quick and easy service for our      16   customers. If you have any questions,      17   issues, or concerns, please contact us      18   immediately at (800) 741-3300, or      19   customerservice@moneymutual.com."</p> <p>20       Did you see that?</p> <p>21   A    No.</p> <p>22   Q    So you didn't raise the -- you didn't think it      23   was important enough at that time, given your      24   priorities, to raise a question about why no APR was      25   listed on the website?</p>	<p>1    client.</p> <p>2    MR. PUTTERMAN: You can respond to the      3    question.</p> <p>4    MR. WILENS: He's asking if you cared a lot.</p> <p>5    MR. PUTTERMAN: Jeff, be quiet.</p> <p>6    THE WITNESS: Yeah, I did care.</p> <p>7    Q    BY MR. PUTTERMAN: Okay, but you did not      8    contact MoneyMutual to ask about it.</p> <p>9    MR. WILENS: Asked and answered. But answer it      10   again.</p> <p>11   THE WITNESS: No, I didn't.</p> <p>12   Q    BY MR. PUTTERMAN: Okay, take a look at      13   Exhibit D. Do you recall seeing this page?</p> <p>14   A    No.</p> <p>15   Q    Okay, you can lay that aside.</p> <p>16       Let's go back to the complaint, Exhibit 2.</p> <p>17   Let's go to paragraph 103?</p> <p>18   A    Okay.</p> <p>19   Q    Now, you see paragraph 103 refers to the code      20   of lender conduct, which we just saw on the website      21   pages; correct?</p> <p>22   A    Correct.</p> <p>23   Q    Paragraph 103 states in part, quote:      24       "One of the requirements is that the      25   Lenders on the network are prohibited</p>

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<p>1       <u>from using the borrower's personal</u>      2       <u>information to market other products or</u>      3       <u>services or give the information to</u>      4       <u>third parties. However, this</u>      5       <u>requirement was routinely violated by</u>      6       <u>the lenders retained by Plaintiffs and</u>      7       <u>the Class Members. The Lenders sold or</u>      8       <u>gave the information to other entities</u>      9       <u>so they could 'spam' the borrowers in an</u>      10      <u>attempt to sell more loans to them in</u>      11      <u>the future."</u></p> <p>12      We'll stop there for the moment. Now, we      13     <u>looked at your -- the documents that were produced on</u>      14     <u>your behalf earlier, and I think we saw a couple of</u>      15     <u>e-mails that looked like they might have been spam</u>      16     <u>e-mails; correct?</u></p> <p>17     <b>A    Correct.</b></p> <p>18     <b>Q    But you did not know where the senders of those</b>      19     <u>e-mails got your e-mail address; correct?</u></p> <p>20     <b>MR. WILENS:</b> Objection. Calls for speculation.</p> <p>21     <b>MR. PUTTERMAN:</b> That's what I'm asking. I'm      22     saying, you don't know.</p> <p>23     <b>MR. WILENS:</b> She has a suspicion. Know for a      24     fact?</p> <p>25     <b>Q    BY MR. PUTTERMAN: Do you know?</b></p>	<p>1       <b>A    No.</b></p> <p>2       <b>Q    Okay. We've discussed the rest of that</b>      3       <u>paragraph, which concerned the calls that you received</u>      4       <u>from Bottom Dollar Payday and apparently collection</u>      5       <u>agencies concerning that loan. Correct? We've already</u>      6       <u>been through that?</u></p> <p>7       <b>A    Correct.</b></p> <p>8       <b>Q    And you've described to the best of your</b>      9       <u>recollection those calls and what they said.</u></p> <p>10      <b>A    Correct.</b></p> <p>11      <b>Q    Okay. The contents, the substance of paragraph</b>      12     104 we've discussed, when we discussed what was going on      13     with Bottom Dollar Payday.</p> <p>14      <u>Now, let me ask you this. Look at paragraph</u>      15     <u>105, please. And read that to yourself.</u></p> <p>16      <b>A    (Examining document.)</b></p> <p>17      <b>Q    Do you recall if you saw that language on the</b>      18     <u>website?</u></p> <p>19      <b>MR. WILENS:</b> She doesn't have it in front of      20     her right now.</p> <p>21      <b>MR. PUTTERMAN:</b> She just went through quite a      22     bit of it.</p> <p>23      <b>Q    Do you recall having seen that language on the</b>      24     <u>website?</u></p> <p>25      <b>A    I don't remember.</b></p>
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<p>1       <b>MR. WILENS:</b> "Know" is vague. Can you....</p> <p>2       <b>THE WITNESS:</b> No, I don't know.</p> <p>3       <b>Q    BY MR. PUTTERMAN:</b> Okay. Do you have any idea      4       <u>of whether they had other information concerning you</u>      5       <u>besides your e-mail address?</u></p> <p>6       <b>A    I don't know.</b></p> <p>7       <b>Q    Did you think then that maybe you should</b>      8       <u>complain to MoneyMutual because you thought that</u>      9       <u>information you had submitted to them was being used by</u>      10      <u>somebody else?</u></p> <p>11      <b>A    No.</b></p> <p>12      <b>Q    Why not?</b></p> <p>13      <b>A    I don't know.</b></p> <p>14      <b>Q    Did you contact Bottom Dollar Payday to ask</b>      15      <u>them if they had sold or given away any of your</u>      16      <u>information?</u></p> <p>17      <b>A    No, I didn't.</b></p> <p>18      <b>Q    Why not?</b></p> <p>19      <b>A    I don't know.</b></p> <p>20      <b>Q    Did you just basically think that these were,</b>      21      <u>like, annoying e-mails and get rid of them?</u></p> <p>22      <b>A    Correct.</b></p> <p>23      <b>Q    Okay. And you didn't make any new loan or buy</b>      24      <u>any goods or services based on any of those spam</u>      25      <u>e-mails?</u></p>	<p>1       <b>Q    Now let me ask you this. If you had seen that</b>      2       <u>a language on the website, would that have prompted you</u>      3       <u>to call MoneyMutual to complain about Bottom Dollar</u>      4       <u>Payday?</u></p> <p>5       <b>A    Yeah.</b></p> <p>6       <b>Q    Okay. And that's because you would have seen</b>      7       <u>that MoneyMutual wanted to know about lenders that did</u>      8       <u>not follow the code of lender conduct.</u></p> <p>9       <b>A    Correct.</b></p> <p>10      <b>Q    Okay. Would you turn to paragraph 108, please,</b>      11      <u>and read that to yourself.</u></p> <p>12      <b>A    (Examining document.)</b></p> <p>13      <b>Q    Does paragraph 108 reflect what you recall</b>      14      <u>seeing on the website?</u></p> <p>15      <b>A    Yeah.</b></p> <p>16      <b>Q    Especially the big picture; right?</b></p> <p>17      <b>A    Correct.</b></p> <p>18      <b>Q    Turn to paragraph 109.</b></p> <p>19      <b>A    Okay.</b></p> <p>20      <b>Q    Do you recall ever seeing any advertisements</b>      21      <u>for MoneyMutual on YouTube?</u></p> <p>22      <b>A    No.</b></p> <p>23      <b>Q    Okay, would you turn to paragraph 110, please.</b></p> <p>24      <b>A    Okay.</b></p> <p>25      <b>Q    Now, that starts out by saying, quote:</b></p>

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<p>1        "On the MoneyMutual website, during      2        the Class Period, there was a frequently      3        asked questions page that contained the      4        following information:      5            "Q Why is Montel Williams      6        endorsing this site?      7            "A Montel Williams has endorsed      8        MoneyMutual to provide access to short      9        term cash loans to people who have no      10      other alternatives. Montel takes pride      11      in being able to provide people with      12      information to help them live better      13      physically, spiritually, financially and      14      emotionally. Montel understands that      15      people have unexpected and needed      16      expenses and sometimes difficult to pay      17      due to lack of funds or credit."      18      And that was you at that time; correct?      19      <b>A Correct.</b>      20     Q Because you needed the money for the car.      21     <b>A Correct.</b>      22     Q For the car loan, and you needed the car for      23 work.      24     <b>A Yes.</b>      25     Q And no work, no pay.</p>	<p>1        <u>described above. In reliance on the</u>      2        <u>general representations on the</u>      3        <u>moneymutual.com website and on those</u>      4        <u>made by Montel Williams that the lenders</u>      5        <u>were trustworthy and reliable, and in</u>      6        <u>reliance about the specific</u>      7        <u>representations made in the Lender's</u>      8        <u>Code of Conduct described above.</u>      9        <u>Plaintiffs applied for loans through the</u>      10      <u>MoneyMutual website."</u>      11      <u>Now, I think you've already testified quite a</u>      12      <u>bit that you were particularly motivated to get the loan</u>      13      <u>because you needed money to pay off your car loan, and</u>      14      <u>that you did not see anything about an APR on the</u>      15      <u>website, which concerned you, but you did not make any</u>      16      <u>inquiry about that before you applied. Correct?</u>      17      <b>A Correct.</b>      18      <u>Q Were there -- I would like you to tell me what</u>      19      <u>else on the website, if anything, you particularly</u>      20      <u>relied upon when you decided to submit your information</u>      21      <u>for a loan through MoneyMutual.</u>      22      <b>A That my information wouldn't be shared to</b>      23      <b>anyone, and that the lenders are reliable and</b>      24      <b>trustworthy.</b>      25      <u>Q Okay. But I think you've testified that you</u></p>
Page 127	Page 129
<p>1      <b>A Correct.</b>      2      Q And no pay, real trouble.      3      <b>A Yes.</b>      4      Q Okay. Would you turn to paragraph 115, please.      5      <b>A Okay.</b>      6      Q Now, the first sentence says, quote:      7        "The MoneyMutual defendants and      8        Montel Williams decided which lenders      9        would be added to the MoneyMutual      10      Lending Network."      11      You don't know anything about that subject;      12 correct?      13      <b>A Yes.</b>      14      Q And is it true that you don't personally know      15 anything about any of the rest of paragraph 115?      16      <b>A I don't know.</b>      17      Q Paragraph 120.      18      <b>A Okay.</b>      19      Q Quote:      20        "<u>With respect to the specific loans</u>      21        <u>referenced in paragraphs 51 to 54 as</u>      22        <u>being originated through the MoneyMutual</u>      23        <u>website, the Plaintiffs read the</u>      24        <u>website, and believed the</u>      25        <u>representations contained therein and</u></p>	<p>1        <u>did not complain to MoneyMutual afterwards, that it</u>      2        <u>looked like your information had been sold by somebody,</u>      3        <u>and that you did not believe that Bottom Dollar Payday</u>      4        <u>was reliable and trustworthy. Correct?</u>      5      <b>A Correct.</b>      6      <u>Q Didn't you think that it would be important for</u>      7      <u>MoneyMutual to know that, since it stated that it had a</u>      8      <u>code of lender conduct to which it expected lenders to</u>      9      <u>adhere?</u>      10     <b>A Well, at that time --</b>      11     <u>MR. WILENS: I'm going to object. It's</u>      12     <u>argumentative. You can answer it yes or no.</u>      13     <u>THE WITNESS: I'm sorry. What was the</u>      14     <u>question?</u>      15     <u>MR. PUTTERMAN: Madam Reporter, would you</u>      16     <u>please read back the question?</u>      17        (Record read as follows:      18        "Q Didn't you think that it would be      19        important for MoneyMutual to know that,      20        since it stated that it had a code of      21        lender conduct to which it expected      22        lenders to adhere?")      23     <u>THE WITNESS: Yes.</u>      24     <u>Q BY MR. PUTTERMAN: Then why didn't you let</u>      25     <u>MoneyMutual know?</u></p>

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<p>1   <b>A</b> <u>I didn't see a telephone number for them.</u>      2   <u>Maybe I didn't do my research. And I was just dealing</u>      3   <u>with the person who gave me the money.</u>      4   <b>Q</b> <u>And you did not go back to the website to see</u>      5   <u>if there was a phone number?</u>      6   <b>MR. WILENS:</b> Asked and answered. She said she      7   did not.      8   <b>MR. PUTTERMAN:</b> She can answer it again.      9   <b>THE WITNESS:</b> I didn't see the number, the      10   telephone number for them.      11   <b>Q</b> BY MR. PUTTERMAN: But what I'm saying is,      12   after you start receiving spam e-mails and after you      13   start having problems with Bottom Dollar Payday, you did      14   not return to the website to see if there was a      15   telephone number; correct?      16   <b>A</b> <u>Correct.</u>      17   <b>Q</b> <u>Did you try Googling MoneyMutual?</u>      18   <b>A</b> <u>No.</u>      19   <b>Q</b> <u>So you did not take any steps at all to see if</u>      20   <u>you could reach MoneyMutual to make a complaint.</u>      21   <b>MR. WILENS:</b> She hired an attorney. He made a      22   complaint.      23   <b>Q</b> BY MR. PUTTERMAN: You can answer my question.      24   <b>A</b> <u>Basically, I did hire an attorney.</u>      25   <b>Q</b> Okay, so even though you just testified a</p>	<p>1   <b>MR. PUTTERMAN:</b> It does not call for privileged      2   communications.      3   <b>MR. WILENS:</b> Well, that's my call. It does.      4   <b>MR. PUTTERMAN:</b> No, it's not. You're just      5   desperate.      6   <b>MR. WILENS:</b> Desperate about what?      7   <b>MR. PUTTERMAN:</b> Desperate about your case.      8   <b>MR. WILENS:</b> It's not her job to investigate      9   every culprit and determine who's responsible. I don't      10   know why you're beating her up over it.      11   <b>MR. PUTTERMAN:</b> You'll find out in our papers.      12   <b>MR. WILENS:</b> No, it's irrelevant. It's not her      13   job to let MoneyMutual know crooks are operating out of      14   its website. Okay? It's not her job to be a policeman      15   for your company.      16   <b>MR. PUTTERMAN:</b> Okay, can I quote you on that?      17   <b>MR. WILENS:</b> Yes.      18   <b>MR. PUTTERMAN:</b> Okay.      19   <b>Q</b> <u>Do you adopt that statement by your attorney?</u>      20   <b>A</b> <u>Yes.</u>      21   <b>Q</b> Okay. So if somebody is doing something wrong      22   and you think that somebody else should know about it,      23   you nonetheless don't feel that it's necessary for you      24   to let them know?      25   <b>MR. WILENS:</b> Objection. That could apply to a</p>
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<p>1   <u>moment ago that you thought that Money Mutual would want</u>      2   <u>to know about it, perhaps should know about it, you did</u>      3   <u>not try to tell them about it. You hired an attorney.</u>      4   <b>A</b> <u>Correct.</u>      5   <b>Q</b> <u>Okay. But you hired an attorney at that time</u>      6   <u>not because of MoneyMutual, but because of Bottom Dollar</u>      7   <u>Payday; correct?</u>      8   <b>MR. WILENS:</b> I'm going to object.      9   Attorney-client privilege --      10   <b>MR. PUTTERMAN:</b> That's not privileged, as to      11   why she went to you.      12   <b>MR. WILENS:</b> No. She's not going to answer it.      13   <b>MR. PUTTERMAN:</b> She can answer it. It's not a      14   communication. I'm asking her why she went to you.      15   <b>MR. WILENS:</b> For help. It's not for her to say      16   who did what.      17   <b>MR. PUTTERMAN:</b> No, that's not what I'm asking      18   at all. And she already said that it was what was going      19   on with Bottom Dollar Payday that motivated her.      20   <b>MR. WILENS:</b> That's correct. You got your      21   answer.      22   <b>MR. PUTTERMAN:</b> No, I want her to answer this      23   question.      24   <b>MR. WILENS:</b> No. This question calls for      25   attorney-client privilege.</p>	<p>1   million situations.      2   You don't have to answer that question. It's      3   frivolous and argumentative.      4   <b>MR. PUTTERMAN:</b> Yes, she does. Stop.      5   <b>MR. WILENS:</b> Can you think of every possible      6   circumstance --      7   <b>MR. PUTTERMAN:</b> No, that's not the question.      8   <b>MR. WILENS:</b> That's what you just asked her.      9   <b>MR. PUTTERMAN:</b> Would you reread the question,      10   please.      11   <b>MR. WILENS:</b> No, no need. We're not going to      12   answer it. You're just arguing with the witness. I      13   want you to move forward with the deposition, asking her      14   factual questions about this lawsuit. Your question is      15   just arguing with her.      16   <b>MR. PUTTERMAN:</b> This is actually highly      17   relevant.      18   <b>MR. WILENS:</b> No, it's completely irrelevant.      19   <b>MR. PUTTERMAN:</b> That's because you --      20   <b>MR. WILENS:</b> You don't understand --      21   <b>MR. PUTTERMAN:</b> -- you suffer from a severe      22   case of plaintiff's counsel tunnel vision.      23   <b>MR. WILENS:</b> No, I understand what your defense      24   is. It just doesn't make any sense. It's an incoherent      25   defense, unless --</p>

Gilbert v  
Bank of America, N.A.Keeya Malone  
November 23, 2015

<p style="text-align: right;">Page 134</p> <p>1 Q BY MR. PUTTERMAN: Do you have any personal 2 knowledge that any lender shared information with a 3 criminal?</p> <p>4 <b>MR. WILENS:</b> The lenders are the criminals. 5 Define "criminal."</p> <p>6 <b>MR. PUTTERMAN:</b> That is not -- you know what, 7 I'm talking about your complaint here. So cut it out. 8 Your complaint is on her behalf. So just stop it right 9 now.</p> <p>10 Q I want to know if you know anything about 11 lenders dealing with criminals.</p> <p>12 <b>MR. WILENS:</b> Objection. Argumentative. 13 <b>MR. PUTTERMAN:</b> I don't care about your 14 objection.</p> <p>15 <b>MR. WILENS:</b> You don't need to answer that 16 question.</p> <p>17 Q BY MR. PUTTERMAN: Yes, you do, ma'am. 18 Otherwise you're going to be coming back for another 19 session, because I'm going to be making a motion.</p> <p>20 You can't instruct her. This is not an issue 21 of privilege. I asked a factual question about 22 allegations in the complaint. You're the one who chose 23 to use that lenders were providing information to 24 criminals. So I'm entitled to ask her if she knows 25 anything about that.</p>	<p style="text-align: right;">Page 136</p> <p>1 <b>Q</b> <u>Do you recall seeing anywhere on the</u> <u>MoneyMutual website any statement that lenders in</u> <u>MoneyMutual's network were licensed to make loans in</u> <u>California?</u></p> <p>2 <b>A</b> <u>No, I don't recall.</u></p> <p>3 <b>Q</b> <u>And at that time that you were applying for the</u> <u>loan, where defendants were or were not licensed was not</u> <u>a concern for you; correct?</u></p> <p>4 <b>MR. WILENS:</b> Objection. Vague as to what her 5 knowledge of the legalities of making loans is.</p> <p>6 <b>Q</b> BY MR. PUTTERMAN: You can respond.</p> <p>7 <b>A</b> <u>Yes, I did care.</u></p> <p>8 <b>Q</b> <u>Did you ask MoneyMutual, then, about licenses?</u></p> <p>9 <b>A</b> <u>I didn't have a number. I didn't see a number</u> <u>for MoneyMutual.</u></p> <p>10 <b>Q</b> All right. So that's the second concern that 11 you've raised which is, in addition to the absence of 12 any APR on the website, that you were concerned or 13 interested in whether or not the lenders in 14 MoneyMutual's network were licensed to make loans in 15 California?</p> <p>16 <b>MR. WILENS:</b> Objection.</p> <p>17 <b>MR. PUTTERMAN:</b> Don't interrupt me.</p> <p>18 <b>MR. WILENS:</b> Objection. Your question --</p> <p>19 <b>MR. PUTTERMAN:</b> Don't interrupt me.</p>
<p style="text-align: right;">Page 135</p> <p>1 <b>MR. WILENS:</b> The lenders are the criminals. 2 That's in the complaint. Why don't you read it.</p> <p>3 <b>MR. PUTTERMAN:</b> I've read it many times.</p> <p>4 <b>MR. WILENS:</b> You raised your voice and you're 5 yelling at my client. It's all on video, Counsel.</p> <p>6 <b>MR. PUTTERMAN:</b> That's fine.</p> <p>7 <b>MR. WILENS:</b> I'm not going to permit that.</p> <p>8 Q BY MR. PUTTERMAN: Please answer the question, 9 Ms. Malone.</p> <p>10 <b>MR. WILENS:</b> Okay, what's the question?</p> <p>11 <b>Q</b> BY MR. PUTTERMAN: <u>The question is, do you know</u> <u>anything about lenders providing information to</u> <u>criminals?</u></p> <p>12 <b>MR. WILENS:</b> <u>Do you know what -- who the</u> <u>criminals are here in this gang of thieves?</u></p> <p>13 <b>THE WITNESS:</b> No.</p> <p>14 <b>MR. PUTTERMAN:</b> Okay.</p> <p>15 <b>MR. WILENS:</b> But they are, so doesn't matter if 16 she knows or not. So you're wasting time.</p> <p>17 Q BY MR. PUTTERMAN: <u>Did you ever inquire of</u> <u>MoneyMutual before you applied or submitted information</u> <u>for a loan through its website whether the lenders that</u> <u>MoneyMutual -- that were in MoneyMutual's network could</u> <u>legally make loans in California?</u></p> <p>18 <b>A</b> No.</p>	<p style="text-align: right;">Page 137</p> <p>1 <b>MR. WILENS:</b> Objection. Are you done?</p> <p>2 <b>MR. PUTTERMAN:</b> No, I'm not done.</p> <p>3 <b>MR. WILENS:</b> Your question is too long, then.</p> <p>4 End it.</p> <p>5 Q BY MR. PUTTERMAN: You were both concerned that 6 there was no APR on the website, and that the -- you 7 were concerned about whether or not lenders were 8 licensed to make loans in California. Correct?</p> <p>9 <b>MR. WILENS:</b> Objection. She testified she was 10 concerned about other things, too. And you said there 11 was only two things.</p> <p>12 <b>MR. PUTTERMAN:</b> I'm asking about those two 13 items. Thank you.</p> <p>14 <b>MR. WILENS:</b> You said those were the only two 15 things, which is not true.</p> <p>16 <b>MR. PUTTERMAN:</b> No, I did not say that.</p> <p>17 <b>MR. WILENS:</b> You just did in the first 18 question.</p> <p>19 <b>MR. PUTTERMAN:</b> No, I didn't. And you're 20 getting a protective order. And sanctions.</p> <p>21 <b>MR. WILENS:</b> You can issue your own protective 22 order.</p> <p>23 Q BY MR. PUTTERMAN: Okay. Those were two 24 concerns you had before you applied for the loan; right?</p> <p>25 <b>A</b> Correct.</p>

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<p>1    Q    Now, we've already established that you did not      2    contact MoneyMutual before you submitted your      3    information through the website concerning the APRs.      4    Did you contact MoneyMutual or attempt to      5    contact MoneyMutual in any way to inquire about whether      6    or not the lenders in the network were licensed to make      7    loans in California?</p> <p>8    A    No.</p> <p>9    Q    Why not?</p> <p>10   A    I didn't think they would put anyone on their      11   website that wasn't.</p> <p>12   Q    And why did you think that?</p> <p>13   A    Because Montel Williams was supporting the      14   MoneyMutual, so I didn't think he would put anybody on      15   there that would be unlicensed to lend money to anyone.</p> <p>16   Q    Did you understand that the website was      17   accessible throughout the United States?</p> <p>18   A    No.</p> <p>19   Q    Do you think the Internet just comes to      20   California?</p> <p>21   A    No, because I didn't know I would have      22   unlicensed lenders in there.</p> <p>23   Q    What did you know about licensing requirements      24   for lenders back in 2012?</p> <p>25   A    Actually, I don't have any information on</p>	<p>1    A    No.</p> <p>2    Q    Did you know anything about companies having to      3    be licensed at all to make loans in California?</p> <p>4    A    I know some companies do.</p> <p>5    Q    And this is now in 2012?</p> <p>6    A    Correct.</p> <p>7    Q    Okay. What did you know?</p> <p>8    A    In order to have a company to give you a loan,      9    you have to be licensed.</p> <p>10   Q    Okay. That came out a little confused. You      11   said in order for a company give you a loan, you had to      12   be licensed. Do you want to --</p> <p>13   A    Not me have to be licensed, but they, the loan      14   person has to be, have a license to do that.</p> <p>15   Q    Did you ask anybody at Bottom Dollar Payday      16   whether they had a license to make loans in California?</p> <p>17   A    No.</p> <p>18   Q    And you never asked MoneyMutual about that?</p> <p>19   A    No.</p> <p>20   Q    Did you even think about licensing at the time?</p> <p>21   A    No.</p> <p>22   Q    Are you aware of any facts showing that      23   MoneyMutual knew from anybody else that Bottom Dollar      24   Payday had done what it did to you, namely, rolling over      25   a loan that had already been paid off?</p>
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<p>1    licensed lenders.</p> <p>2    Q    You didn't know anything about it?</p> <p>3    A    No.</p> <p>4    Q    You didn't know what kind of lenders had to be      5    licensed?</p> <p>6    A    Correct.</p> <p>7    Q    Did you know that lenders had to be licensed at      8    all?</p> <p>9    A    I didn't know about any.</p> <p>10   Q    So you didn't know one way or another whether      11   or not lenders had to be licensed in California back in      12   2012.</p> <p>13   A    Well, I mean, if you're working in the bank,      14   yeah.</p> <p>15   Q    But you didn't know anything about licensing to      16   make loans; correct?</p> <p>17   A    Well, I know you have to have a license to do      18   loans.</p> <p>19   Q    Okay. What did you know about that in 2012?</p> <p>20   A    That you have to go to school to be licensed to      21   approve a loan or to be an underwriter for a loan.</p> <p>22   Q    I'm talking about something different here.      23   I'm talking about whether or not companies making loans,      24   different types of loans, had to be licensed. Did you      25   know anything about those requirements?</p>	<p>1    MR. WILENS: I'm going to object to the      2    question. It calls for a contention interrogatory.</p> <p>3    MR. PUTTERMAN: No, it doesn't. I'm asking her      4    if she knows whether MoneyMutual knew from anybody else      5    or any other source --</p> <p>6    Q    That Bottom Dollar Payday had done to anybody      7    else what it did to you. You can respond.</p> <p>8    MR. WILENS: It calls for speculation. But do      9    you know?</p> <p>10   THE WITNESS: Personally, no.</p> <p>11   Q    BY MR. PUTTERMAN: Okay. Have you heard that      12   from anybody else, that Bottom Dollar Payday had rolled      13   over their loan, even though they had paid it off?</p> <p>14   A    I don't know anyone who has it but me      15   personally.</p> <p>16   Q    Okay. Do you know personally whether anybody      17   else ever told MoneyMutual that they believed Bottom      18   Dollar Payday was improperly using or selling      19   information obtained from leads?</p> <p>20   A    No.</p> <p>21   Q    Now, when you spoke with somebody about the      22   loan on the phone, do you recall specifically what other      23   information you gave them? Just your bank, I think you      24   indicated your bank information; correct?</p> <p>25   A    Well, over the phone I gave them my banking</p>

<p style="text-align: right;">Page 158</p> <p><b>FURTHER EXAMINATION</b></p> <p><b>BY MR. PUTTERMAN:</b></p> <p>Q When you started having your problems with Bottom Dollar Payday, did you call the police?</p> <p>A No.</p> <p>Q Did you call the FBI?</p> <p>A No.</p> <p>Q Did you call any law enforcement agency?</p> <p>A No.</p> <p>Q Okay. You didn't actually even call the FDIC until JPMorgan Chase would not refund the money into your account: correct?</p> <p>A Correct.</p> <p>Q Did you call any government agency at all to complain about Bottom Dollar Payday?</p> <p>A No.</p> <p>Q Did you think what they were doing was criminal?</p> <p>A The harassment, yes.</p> <p>Q Okay. And when things are criminal, that's what law enforcement is for; correct?</p> <p>A Correct.</p> <p>Q Did you call anybody in the Los Angeles County District Attorney's office?</p> <p>A No.</p>	<p style="text-align: right;">Page 160</p> <p>1 like that.</p> <p>2 Q You walk past that store?</p> <p>3 A No. It's in driving distance from my house.</p> <p>4 Q It's where?</p> <p>5 A Driver's distance.</p> <p>6 Q About how far?</p> <p>7 A About 15 minutes away.</p> <p>8 Q So not too far.</p> <p>9 A Yeah.</p> <p>10 Q Have you ever gotten a loan from them?</p> <p>11 A No.</p> <p>12 Q Have you ever stopped in there to talk about getting a loan from them?</p> <p>13 A No.</p> <p>14 Q Well, when you were concerned about the fact that the MoneyMutual website did not have an APR on it, did you think about going to talk to them, since they were not very far from you?</p> <p>15 A No.</p> <p>16 Q Why not?</p> <p>17 A To be honest, I didn't see the building until someone told me about it.</p> <p>18 Q So you were not aware of it before then.</p> <p>19 A Correct.</p> <p>20 Q Okay. And that's why you thought, well, this</p>
<p style="text-align: right;">Page 159</p> <p>Q Did you call anybody in the U.S. Attorney's office in Los Angeles?</p> <p>A No.</p> <p>Q Why not, if you thought it was criminal?</p> <p>A I didn't know my rights, so I called an attorney to figure it out.</p> <p>Q And even after that, though, you did not complain to law enforcement; correct?</p> <p>A No.</p> <p>Q Now, Bottom Dollar Payday, as I understand it, was affiliated with Rare Moon Media, which is located in Kansas City, or excuse me, the state of Kansas. Have you contacted any law enforcement agency in Kansas to complain about Bottom Dollar --</p> <p>MR. WILENS: I'm going to object. She's represented by counsel. She's not contacting anybody right now.</p> <p>MR. PUTTERMAN: That's nice.</p> <p>Q Did you do that?</p> <p>A No.</p> <p>Q Now, with regard to you being aware of some payday lenders being what we call brick-and-mortar stores in your area, do you know which payday lenders are located anywhere near where you live?</p> <p>A I think Cash something, Quick Cash or something</p>	<p style="text-align: right;">Page 161</p> <p>1 was your really only alternative.</p> <p>2 A Correct.</p> <p>3 Q Okay. And at that time your focus was making your car loan payment.</p> <p>4 A Correct.</p> <p>5 MR. PUTTERMAN: Okay. I have nothing further.</p> <p>6</p> <p style="text-align: center;"><b>FURTHER EXAMINATION</b></p> <p><b>BY MR. WILENS:</b></p> <p>7 Q If you had known that Montel Williams and MoneyMutual were going to recommend a criminal operation operating out of the Caribbean as your payday lender, would you have gone through with that loan?</p> <p>8 MR. PUTTERMAN: Objection. Misstates the evidence, lacks foundation, argumentative, calls for speculation, and not reasonably calculated to lead to the discovery of admissible evidence.</p> <p>9 THE WITNESS: No.</p> <p>10 Q BY MR. WILENS: And then you would have explored the other neighborhood options or other legal companies in California; right?</p> <p>11 A Correct.</p> <p>12 MR. WILENS: No further questions.</p> <p>13 MR. PUTTERMAN: I have nothing further.</p> <p>14 Okay, thank you very much, Ms. Malone.</p>

## **EXHIBIT B**

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
(OAKLAND DIVISION)

SEAN L. GILBERT, KEEYA )  
MALONE, KIMBERLY BILBREW, )  
CHARMAINE B. AQUINO, on )  
behalf of themselves and all )  
persons similarly situated, )  
Plaintiffs, )  
v. ) No. 4:13-cv-01171-JSW  
BANK OF AMERICA, N.A., et )  
al., )  
Defendants. )  
\_\_\_\_\_  
)

Videotaped Deposition of

CHARMAINE B. AQUINO

Tuesday, November 24, 2015

THE SOUZA GROUP  
Certified Shorthand Reporters  
4615 First Street, Suite 200  
Pleasanton, California 94566

Reported by:

LINDSAY PINKHAM, CCRR, CSR  
LICENSE NO. 3716

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<p style="text-align: right;">Page 10</p> <p>1   <b>A</b> No.      2   Q -- response? Remember what I said about      3   waiting for me to finish?      4   Also, I meant to say, the court reporter can't      5   take down nods, shakes of the head, or gestures. So you      6   really do have to answer orally. You can't shake your      7   head as an answer to a question. You have to say "no."      8   Okay?      9   <b>A</b> Sure.      10   Q Good. Shall we?      11   <b>A</b> Yes.      12   Q Okay. Would you please describe for us what      13   your education is from high school on.      14   <b>A</b> I took high school back in the Philippines. I      15   graduated in 1993, then came back home here in the      16   states to pursue my college degree at DeVry, graduated      17   in 2000 with a Bachelor of Science degree in computer      18   information systems.      19   Q Okay. This was in 2003?      20   <b>A</b> 2000 I graduated.      21   Q 2000. I'm sorry. And have you been regularly      22   employed since then?      23   <b>A</b> After that, yeah, I've been part time, because      24   I was focusing on my studies. I was going full time. I      25   was working part time with FedEx Ground, and then from</p>	<p style="text-align: right;">Page 12</p> <p>1   <b>Q</b> When did you leave there?      2   <b>A</b> I left 2006. Correction. 2015 at UC Irvine,      3   this year.      4   Q Okay. So you left UC Irvine in 2015. So this      5   year.      6   <b>A</b> Uh-huh.      7   Q And have you been employed since you left --      8   <b>A</b> Yes. I worked for Kaiser Permanente from      9   January 11, 2015, till present.      10   Q And what's your position at Kaiser?      11   <b>A</b> Administrative assistant II.      12   <b>Q</b> Let's move right along here. To your      13   recollection, did you ever submit information for a      14   payday loan through the moneymutual.com website?      15   <b>A</b> I don't recall. I just remember looking at the      16   website, reading -- I saw Montel Williams, but I do not      17   recall filling out information. I was just skimming      18   through.      19   <b>Q</b> Okay. And that was at a time you were      20   considering applying for payday loans?      21   <b>A</b> Correct.      22   <b>MR. PUTTERMAN:</b> And Jeff, you may know this      23   already, but I will represent you that on all the      24   submissions of information or applications that we show      25   on our database for Ms. Aquino, we do not show any</p>
<p style="text-align: right;">Page 11</p> <p>1 then on, after I graduated, I got a full-time job in the      2 management.      3   Q With FedEx?      4   <b>A</b> Yes.      5   Q Have you been with FedEx the entire time since      6   then?      7   <b>A</b> I stayed there with the company for eight      8   years.      9   Q And what was your position and your      10   responsibilities there?      11   <b>A</b> I was a service manager, managing the      12   contractors, drivers, data entry clerks, making sure      13   that everything's all consistent with numbers.      14   Q Okay. And after that what was your employment?      15   <b>A</b> After FedEx, I went to UC Irvine Medical      16   Center.      17   Q Okay. And what was your employment there?      18   <b>A</b> I was full time as an administrative assistant.      19   Q To a doctor or --      20   <b>A</b> No, just administrative assistant for      21   processing department that handles instruments for      22   surgery, cases to prepare, pulling out the instruments      23   and supplies.      24   Q How long were you there?      25   <b>A</b> Eight years.</p>	<p style="text-align: right;">Page 13</p> <p>1 submissions of information or applications through the      2 moneymutual.com website.      3   <b>MR. WILENS:</b> There's a couple MoneyMutual      4 websites, for some reason. I'm not sure how they're      5 distinguished.      6   <b>MR. PUTTERMAN:</b> They would all be shown as      7 MoneyMutual, and there are none on here. And I assume      8 you knew that already, because you reviewed it.      9   <b>Q</b> Would you please turn to -- actually, I'm going      10   throw some names out here. Have you ever heard of a      11   company called PartnerWeekly LLC?      12   <b>A</b> No.      13   <b>Q</b> So you know nothing about them?      14   <b>A</b> Correct.      15   <b>Q</b> And you've never communicated with anybody from      16   PartnerWeekly?      17   <b>A</b> Never.      18   <b>Q</b> Do you know anything about or have you ever      19   heard of a company called Selling Source?      20   <b>A</b> All I know about Selling Source is I heard -- I      21   haven't heard them before. Sorry, I haven't heard them      22   before.      23   <b>Q</b> And I don't know if you were here for the      24   admonition that I gave Ms. Bilbrew, but I'm asking only      25   as to your personal knowledge, not based upon anything</p>

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<p style="text-align: right;">Page 14</p> <p>1 you might have been told by your counsel, Mr. Wilens.      2 Do you understand that?      3       <b>MR. WILENS:</b> Yeah, but, see, here's the      4 problem. She has heard of them, and she needs to say      5 she has. Otherwise, you're going to try to say, "These      6 class representatives don't know anything that's going      7 on in their own case."      8       <b>MR. PUTTERMAN:</b> No, I'm not going to say that.      9       <b>MR. WILENS:</b> Well, I don't know where you're      10 going with this question.      11      <b>MR. PUTTERMAN:</b> Jeff, I want to make sure that      12 they themselves of their personal knowledge don't know      13 the names and have not communicated with specific      14 individuals or entities. That's all.      15      <b>MR. WILENS:</b> Then you can --      16      <b>MR. PUTTERMAN:</b> Which is all I'm doing.      17      <b>MR. WILENS:</b> Those are two different questions.      18      <b>MR. PUTTERMAN:</b> Jeff, stop. I know it's      19 getting late, and I know you're turning into a      20 crankosaurus, but try not to, so we can get through      21 this.      22      <b>MR. WILENS:</b> You can testify that you know      23 Selling Source if you know it as you sit here today.      24 There's no reason to look like you're oblivious to your      25 case.</p>	<p style="text-align: right;">Page 16</p> <p>1       <b>Q</b> You don't know anything about him?      2       <b>A</b> That's correct.      3       <b>Q</b> Same questions with regard to a gentleman named      4 Brian Rauch, R-a-u-c-h. But it's pronounced "Rauch."      5 Have you ever heard of him?      6       <b>A</b> No.      7       <b>Q</b> Do you know anything about him?      8       <b>A</b> No.      9       <b>Q</b> Have you ever communicated with him?      10      <b>A</b> No.      11      <b>Q</b> Same questions with regard to a gentleman named      12 John Hashman. Have you ever heard of him?      13      <b>A</b> No.      14      <b>Q</b> Do you know anything about him?      15      <b>A</b> No.      16      <b>Q</b> Have you ever communicated with him?      17      <b>A</b> No.      18      <b>Q</b> Okay. Next name will be Samuel Humphreys. Do      19 you know or have you of heard of Samuel Humphreys?      20      <b>A</b> No.      21      <b>Q</b> Have you ever communicated with him?      22      <b>A</b> No.      23      <b>Q</b> Do you know of or have you ever heard of a man      24 named Douglas Tulley?      25      <b>A</b> No.</p>
<p style="text-align: right;">Page 15</p> <p>1       <b>MR. PUTTERMAN:</b> Jeff, I specifically excluded      2 any knowledge that she got, and it's on the record that      3 I've excluded it, from you. Okay? It's perfectly clear      4 what I'm asking, and nobody's going to make anything out      5 of it. I can only assume that you suspect people are      6 going to do things that you would do yourself.      7       <b>MR. WILENS:</b> No, I've had defendants do exactly      8 that.      9       <b>MR. PUTTERMAN:</b> That's fine. But I just      10 represented to you I'm not going to do it.      11      <b>MR. WILENS:</b> Well, it's on the record.      12      <b>MR. PUTTERMAN:</b> Yes, it is on the record. And      13 I knew it would be on the record when I said that.      14      <b>Q</b> Okay. Back to Selling Source. Do you have any      15 personal knowledge or have you ever heard of an entity      16 called Selling Source?      17      <b>A</b> No.      18      <b>Q</b> And you've never communicated to your      19 knowledge, with anybody from Selling Source?      20      <b>A</b> That's correct.      21      <b>Q</b> Have you ever heard of or know a gentleman      22 named Glenn McKay?      23      <b>A</b> No.      24      <b>Q</b> You have never communicated with Mr. McKay?      25      <b>A</b> That's correct.</p>	<p style="text-align: right;">Page 17</p> <p>1       <b>Q</b> Have you ever communicated with Mr. Tulley?      2       <b>A</b> No.      3       <b>Q</b> Next is a man named Alton F. Irby III. Have      4 you ever heard of Mr. Irby?      5       <b>A</b> No.      6       <b>Q</b> Do you know anything about Mr. Irby?      7       <b>A</b> No.      8       <b>Q</b> Have you ever communicated with Mr. Irby?      9       <b>A</b> No.      10      <b>Q</b> Okay, good. You have heard of Montel Williams.      11      <b>A</b> Yes.      12      <b>Q</b> What do you know about Montel Williams?      13      <b>A</b> All I know is he's an actor on a TV show, talk      14 host. That's all I know about him.      15      <b>Q</b> Have you ever watched his talk show?      16      <b>A</b> I glanced at it, but I don't have time with the      17 hours that I work. I just glanced at the channel and      18 that's it.      19      <b>Q</b> Now, have you seen television ads with Montel      20 Williams endorsing MoneyMutual?      21      <b>A</b> I saw it a few times. All I remember is he      22 says about, you know, his website said -- sorry -- he's      23 talking about loans, they're there to help you if you      24 need any assistance, and stuff. That's all I recall.      25      <b>Q</b> Okay. And I think you said you've at least</p>

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<p>1 looked at the MoneyMutual website; correct?</p> <p>2 A Yes.</p> <p>3 Q But you have no specific recollection of</p> <p>4 actually applying for a loan through that specific</p> <p>5 website.</p> <p>6 A That's correct.</p> <p>7 Q That allows us to move along a lot faster.</p> <p>8 Do you have Exhibit 2 somewhere there in front</p> <p>9 of you? That's the complaint. Here we go (handing</p> <p>10 document to the witness).</p> <p>11 Now, would you please turn to page 18 of the</p> <p>12 complaint, and to paragraph 54, and read that to</p> <p>13 yourself. Are you done?</p> <p>14 A Yes.</p> <p>15 Q Now, does this accurately describe various</p> <p>16 payday loans that you obtained in February and March of</p> <p>17 2013?</p> <p>18 A That's correct.</p> <p>19 Q Okay. This was a loan from a company called</p> <p>20 Liquid Ventures. Do you see that?</p> <p>21 A Yes.</p> <p>22 Q Do you know that by some other name?</p> <p>23 A I cannot recall.</p> <p>24 Q Let me ask you this. There were some documents</p> <p>25 produced by your counsel, one of which were loan</p>	<p>1 sufficient.</p> <p>2 Q Has your mother recovered by the way?</p> <p>3 A Yes, she's a breast cancer survivor.</p> <p>4 Q Good. Glad to hear that. Now, did you</p> <p>5 obtain -- attempt to obtain funds during this period of</p> <p>6 time from any other sources?</p> <p>7 MR. WILENS: Other than what?</p> <p>8 Q BY MR. PUTTERMAN: Other than the payday loans</p> <p>9 that are referenced here.</p> <p>10 A I think I was only going through payday loans.</p> <p>11 Q Was there a reason for that?</p> <p>12 A I didn't want to rely on family members,</p> <p>13 because they'll give me the third degree lectures and</p> <p>14 stuff. I just wanted personal, do it on my own without</p> <p>15 their assistance.</p> <p>16 Q Right. If they're not contributing, they don't</p> <p>17 have a right to bother you about it.</p> <p>18 A Yes.</p> <p>19 Q I understand that very well.</p> <p>20 What about trying to get a loan or loans from a</p> <p>21 bank?</p> <p>22 A I know that for a fact I would not get</p> <p>23 approved, because based on my credit score.</p> <p>24 Q Okay. And is there some particular reason why</p> <p>25 your credit score would not qualify you?</p>
Page 19	Page 21
<p>1 agreements for a company called Hamilton Liberty Inc.</p> <p>2 dba bestchoice123.com.</p> <p>3 A Yes, I recall.</p> <p>4 Q Is that a loan agreement that you'd entered</p> <p>5 into after applying for a loan on the Internet?</p> <p>6 A That's correct.</p> <p>7 Q And do you remember or did you ever know</p> <p>8 whether that was related to one of the companies named</p> <p>9 here, either Liquid Ventures, Devwire Consulting, Vista</p> <p>10 B, or Vivus Servicing?</p> <p>11 A No, I would not know.</p> <p>12 Q Okay, you don't know one way or the other?</p> <p>13 A No.</p> <p>14 Q Let me ask you, this appears to be a number of</p> <p>15 loans that occurred specifically in February and March</p> <p>16 of 2013. What caused you to obtain this number of loans</p> <p>17 in that two-month period?</p> <p>18 A At that time I was going through family matters</p> <p>19 and financial crisis. My brother passed away, my mom is</p> <p>20 a breast cancer survivor, and I'm the only eldest one</p> <p>21 supporting my family, trying to support my mom at the</p> <p>22 same time to recover from what she was going through.</p> <p>23 Q So you just needed more money at that time to</p> <p>24 help out with family matters.</p> <p>25 A Yes, because my job itself wasn't enough.</p>	<p>1 A Low credit score or something in the past.</p> <p>2 Q Do you know what caused that?</p> <p>3 A Well, when my father used to live with us, he</p> <p>4 ruined my credit and stuff. And I know it takes like</p> <p>5 seven years or thirteen years if I do bankruptcy.</p> <p>6 Q Are you okay? Do you want to take a short</p> <p>7 break?</p> <p>8 A I'm okay.</p> <p>9 Q Okay. If you do need a take a short break,</p> <p>10 please say so.</p> <p>11 A No problem.</p> <p>12 Q All right. And I gather you did not have</p> <p>13 enough money available on credit cards? Or did you have</p> <p>14 any credit cards?</p> <p>15 A No, I didn't have credit cards at that time. I</p> <p>16 don't recall.</p> <p>17 Q So getting payday loans was really the only</p> <p>18 resource that you had.</p> <p>19 A The last resource.</p> <p>20 Q Had you ever gotten payday loans before this</p> <p>21 period of time?</p> <p>22 A Yes, with Speedy Cash. But I paid them off.</p> <p>23 Short-term.</p> <p>24 Q And how long ago was that?</p> <p>25 A Two years ago.</p>

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<p style="text-align: right;">Page 22</p> <p>1 Q <u>And why did you need a payday loan at that time?</u>      2 A <u>It was to cover my expense and stuff with fixtures and cars.</u>      3 Q <u>So there was some short-term expenses that came up.</u>      4 A <u>And it helped out, and then I paid them back.</u>      5 Q <u>So with the loan you were able to help cover those short-term expenses?</u>      6 A <u>Yes.</u>      7 Q <u>And you paid it back?</u>      8 A <u>Yes.</u>      9 Q <u>So did you think that that loan was a good thing?</u>      10 A <u>Yes.</u>      11 Q <u>Do you think that payday loans can be helpful?</u>      12 A <u>Can be if they're, you know, if they're following the law.</u>      13 Q <u>Since this period of February and March 2013, have you obtained other payday loans?</u>      14 A <u>Yes. Cash Call.</u>      15 Q <u>When did you obtain a payday loan from Cash Call?</u>      16 A <u>Roughly estimate years, 2013, I think.</u>      17 Q <u>Did you repay that one?</u></p>	<p style="text-align: right;">Page 24</p> <p>1 and stuff. Because my account was becoming negative.      2 Q And did you pay off that loan?      3 A Yes.      4 Q Was that an Internet loan or a --      5 A In the store.      6 Q Storefront. And when was that?      7 A 2013 as well, around June.      8 Q So you have found payday loans to be helpful to you in the right circumstances.      9 A Correct.      10 Q Okay. I'm going to ask the reporter to mark as next in order -- and that would be, Ms. Reporter?      11 THE REPORTER: Did you want to mark this?      12 MR. PUTTERMAN: Yeah, I'm sorry. Let's mark that.      13 (Defendants' Exhibit 35 was marked for identification.)      14 Q BY MR. PUTTERMAN: Ms. Aquino, the court reporter has just handed you a copy of a document called the Notice of Deposition Duces Tecum of Plaintiff Charmaine B. Aquino. Do you see that?      15 A Yes.      16 Q Have you seen this document before?      17 A Yes.      18 Q And you see that this document asks that you</p>
<p style="text-align: right;">Page 23</p> <p>1 A <u>I settled with them. It was an installment loan. It was for 2,600, and then they deduct the processing fee, I think, 125 --</u>      2 Q So it leaves you between 24 and 25 hundred?      3 A Yes.      4 Q And how much did you settle with them for?      5 A <u>Because I was back pay on them, and I tried to make arrangement --</u>      6 MR. WILENS: Was that by yourself or with an attorney?      7 THE WITNESS: With an attorney.      8 Q BY MR. PUTTERMAN: I don't know want to know anything that went on with the attorney, okay, but how much did you --      9 MR. WILENS: Was it a confidential settlement;      10 do you know?      11 THE WITNESS: Confidential settlement -- it was a confidential settlement.      12 Q BY MR. PUTTERMAN: Okay. Then don't tell me anything about it. Any other payday loans since February and March 2013?      13 A <u>Orange Rocket.</u>      14 Q When was that?      15 A <u>Just to make ends meet, to cover paying off the payday loans that I have outstanding, to cover the fees</u></p>	<p style="text-align: right;">Page 25</p> <p>1 provide a number of documents that are listed in it. Do you see that?      2 A Yes.      3 Q And did you provide or have you provided documents to your attorney, Mr. Wilens, so he could produce them to us?      4 A Yes.      5 MR. PUTTERMAN: Let's mark as Exhibit 36 --      6 MR. WILENS: 35 was the deposition notice?      7 MR. PUTTERMAN: Yeah.      8 MR. WILENS: What was 34?      9 MR. PUTTERMAN: Actually, your copy of it's over here.      10 (Off record)      11 MR. PUTTERMAN: Okay, I'm going to ask the reporter to mark as Exhibit 36 a three-page printout from the PartnerWeekly database which reflects loan submissions of information by Ms. Aquino to various websites in connection with applying for payday loans.      12 MR. WILENS: Where did 34 go?      13 (Off record)      14 (Defendants' Exhibit 36 was marked for identification.)      15 Q BY MR. PUTTERMAN: Now, you obviously have not seen this before, because this is from one of my</p>

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<p>1 clients' databases. But you see that your name appears 2 on it?</p> <p>3 A Yes.</p> <p>4 Q And that's your e-mail address that appears 5 under the column that says "E-Mail"?</p> <p>6 A Yes.</p> <p>7 Q Okay. And that 1820 West 153rd Street address 8 in Gardena is your home address; correct?</p> <p>9 A That's correct.</p> <p>10 Q I'm going to start with the first page on this. 11 And we'll gradually work our way through also the loans 12 here that you obtained as a result of submitting 13 information to publisher affiliates of my clients. 14 There is initially a group listed here on the 15 first page on December 24, 2010. Do you see that?</p> <p>16 A Yes.</p> <p>17 Q Okay. Now, I can tell from the times on 18 December 24 that this group of December 24 is the result 19 of one submission of information by you to a website 20 looking for a payday loan. And all of them are listed 21 as "failed," which means, simply means that the lead 22 that was created when you submitted your information was 23 not picked up by various potential lenders that reviewed 24 it until the final one with that date. And where it 25 says "completed," and you see it says "AMG" at the end?</p>	<p>1 was okay?</p> <p>2 A I don't remember.</p> <p>3 Q Okay. The next group is a small group dated 4 January 2, 2013. Do you see that? There's about four 5 in that group?</p> <p>6 A January 2, 2013?</p> <p>7 Q Yeah. See, it's beneath the December 24, 2013 8 group... and then there's a group of about four that are 9 dated January 2, 2013.</p> <p>10 A Yeah.</p> <p>11 Q The dates are on -- I'm sorry.</p> <p>12 A It says "failed" on January 2.</p> <p>13 Q Right. But do you recall applying through some 14 website right after the new year on January 13 for a 15 payday loan?</p> <p>16 A No.</p> <p>17 Q Okay. The next group of dates are dated 18 January 29, 2013. Do you see that?</p> <p>19 A Yes.</p> <p>20 Q Do you recall applying for a loan at the end of 21 January 2013?</p> <p>22 A Yeah, it sounds familiar.</p> <p>23 Q What do you recall in that regard? Do you 24 recall the specific website that you applied through?</p> <p>25 A The usapaydaystore.com.</p>
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<p>1 A Uh-huh.</p> <p>2 Q AMG at that time was what we call a tribal 3 lender. It was one affiliated with an Indian tribe. Do 4 you recall if you actually got a loan from a payday lender back around Christmas of 2010?</p> <p>5 A Yes.</p> <p>6 Q What do you recall in that regard?</p> <p>7 A I don't know exactly the company name, but 8 based on when I researched it, it was a tribal 9 company -- Indian reservation. I recall this.</p> <p>10 Q Back in Oklahoma or something?</p> <p>11 A Something like that, yes.</p> <p>12 Q Okay. And so you actually did obtain a loan then?</p> <p>13 A Yeah. I don't know the exact roughly amount. 14 It's in the 200's.</p> <p>15 Q And was that for Christmas purposes?</p> <p>16 A Yes.</p> <p>17 Q Gee. That was hard to guess, given the date.</p> <p>18 A Just to pay off fixtures for my car at that time.</p> <p>19 Q And you repaid that loan?</p> <p>20 A I can't recall. I think I did. I can't recall.</p> <p>21 Q Did you think your experience with that lender</p>	<p>1 Q That was the one that you actually applied through? Or are you just remembering that because that 3 was where you got the, as a result of which you got the 4 loan?</p> <p>5 A Yeah.</p> <p>6 Q Okay. And what was again, was this the same 7 lender that you had before?</p> <p>8 A Yes.</p> <p>9 Q Back in 2010? And you entered into an 10 agreement with them?</p> <p>11 A This one?</p> <p>12 Q Right, right at the very end of January 2013?</p> <p>13 A This one's like another Indian tribe.</p> <p>14 Q Yes.</p> <p>15 A I think I had to close my account on this one, my checking account with them.</p> <p>16 Q Okay.</p> <p>17 A Because they were taking out funds from my 18 account consistently, and it was only like for 250 that 19 I can recall, and I'm, like, why am I being charged 20 twice? So I had to close my checking account.</p> <p>21 Q Did you complain to anybody about this?</p> <p>22 A I complained this -- I don't recall. It's been 23 awhile. All did I was complain to my bank, how come 24 they're taking twice on my account. I'm going to close</p>

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<p>1 <u>my account if, you know, they -- so...</u>      2 Q <u>So did you close your account,</u>      3 A <b>(Nodding head.)</b>      4 Q <u>Okay. And you opened up a new account at the</u>  <u>same bank?</u>      5 A <b>Yes.</b>      6 Q <u>Which bank was that?</u>      7 A <b>Chase. Sorry. SchoolsFirst Credit Union.</b>      8 Q <u>Okay. I recall seeing that in your documents.</u>      9 <u>Okay, let's go below that. And you see there's</u>  <u>a large group dated February 1, 2013. You see that?</u>      10 A <b>Liquid Ventures?</b>      11 Q <u>Yeah, the one at the bottom is Liquid Ventures,</u>  <u>but you can see that your application was reviewed by a</u>  <u>number of others and was not accepted, but it was</u>  <u>accepted by Liquid Ventures, you see that, on</u>  <u>February 1?</u>      12 A <b>Yes.</b>      13 Q <u>And this was the period of time in February and</u>  <u>March 2013 that you described the problems that you were</u>  <u>having that was causing you to apply for payday loans?</u>      14 A <b>That's correct.</b>      15 Q <u>And you entered into an agreement as a result</u>  <u>of this application on February 1, 2013?</u>      16 A <b>All I remember is taking a loan out.</b></p>	<p>1 <u>two is Hamilton, if that's what you're getting at.</u>      2 <u>They're both the same date. It's hard to figure out</u>  <u>from the timing.</u>      3 MR. PUTTERMAN: I agree with you.      4 Q <u>So you have Exhibit 37 in front of you;</u>      5 <u>correct?</u>      6 A <b>Yes.</b>      7 Q <u>And this is the loan agreement and disclosures</u>  <u>with Hamilton Liberty, Inc., doing business at</u>  <u>bestchoice123.com. Do you see that?</u>      8 A <b>Yes.</b>      9 Q <u>And do you recognize this as a loan agreement</u>  <u>you entered into for payday loan?</u>      10 A <b>Yes.</b>      11 Q <u>I note in the middle of the second paragraph</u>      12 <u>it's got a sentence that reads, quote:</u>      13 <u>"If the agreement is approved, it</u>  <u>will be consummated as of 02/04/2013."</u>      14 Q <u>Do you see that? It's in the second paragraph</u>  <u>on the first page.</u>      15 MR. WILENS: Well, you said it, so I don't know      16 why you're asking her if she sees it. Ask your      17 question.      18 Q BY MR. PUTTERMAN: My question is, as your      19 counsel correctly pointed out, the database, Exhibit 36.</p>
<p style="text-align: right;">Page 31</p> <p>1 Q <u>Okay. Do you remember the name of the company</u>  <u>you actually took the loan out with?</u>      2 A <b>Liquid Ventures? I'm not sure if they use a</b>  <b>different name.</b>      3 Q <u>That's what I'm wondering. Let me see if I can</u>  <u>help out with that. Keep that in front of you, but I'm</u>  <u>going to have the reporter mark another exhibit.</u>      4 This will be Exhibit 37. And this is a      5 document that has been marked, the pages have been      6 marked as Aquino 1 through Aquino 13.      7 (Defendants' Exhibit 37 was marked      8 for identification.)      9 MR. WILENS: I can't read across this long      10 spreadsheet, but Liquid Ventures, is that 1-29 or 2-1?      11 MR. PUTTERMAN: That's 2-1.      12 MR. WILENS: Are you sure about that? And what      13 about Devwire? Is that still also 2-1? It's on the      14 same page.      15 MR. PUTTERMAN: No, the Devwire?      16 MR. WILENS: Yeah. It's on the same page.      17 MR. PUTTERMAN: Hold on a second. Yes, looks      18 like it. You'll notice -- see, remember what I told you      19 about this one from the same lead starts out from one      20 affiliate and can come in through another one.      21 MR. WILENS: So it's a crapshoot which of those</p>	<p style="text-align: right;">Page 33</p> <p>1 shows that an application by you for a payday loan was      2 actually accepted by two lenders on February 1, 2013.      3 Do you remember taking out two payday loans right at the      4 beginning of February 2013?      5 A <b>All I remember is Hamilton Liberty, they</b>      6 <b>changed their name under Best Choice or whatever.</b>      7 <b>Hamilton Liberty sounds familiar.</b>      8 Q <u>So you remember this loan agreement.</u>      9 A <b>Uh-huh, yes.</b>      10 Q <u>And do you remember how much it was for?</u>      11 A <b>700.</b>      12 Q <u>Okay. And there was a finance charge on top of</u>      13 <u>that?</u>      14 A <b>That's correct.</b>      15 Q <u>Let's turn to page 2. And you see there are</u>      16 <u>some information in boxes near the top of the page?</u>      17 A <b>Yes.</b>      18 Q <u>Okay. And this says in fact that the amount</u>      19 <u>you were borrowing was \$700; correct?</u>      20 A <b>That's correct.</b>      21 Q <u>And a finance charge of \$210.</u>      22 A <b>Correct.</b>      23 Q <u>For a total of \$910.</u>      24 A <b>Correct.</b>      25 Q <u>Did you pay this loan back?</u></p>

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<p>1    A <u>I think I paid -- they took from my account</u>      2 <u>like 700 or so.</u>      3    Q <u>Did you end up having any dispute with the</u>      4 <u>Hamilton Liberty or Best Choice 123 about the loan?</u>      5    A <u>I did not talk to them anything personally. I</u>      6 <u>just paid it -- they keep deducting, assuming, like, you</u>      7 <u>know --</u>      8    Q Right. Was it paid off, so far as you know?      9    A <u>I can't remember.</u>      10   Q <u>Do you remember if this loan ever went to a</u>      11 <u>collection agency?</u>      12   A <u>Not that I recall.</u>      13   Q <u>So do you recall any problems with this loan at</u>      14 <u>the time?</u>      15   A <u>Not that I remember.</u>      16   Q <u>So did you think that this loan worked out for</u>      17 <u>you, the Hamilton Liberty loan?</u>      18   A <u>It helped me a little.</u>      19   Q Well, you needed more than just the one loan      20 could provide. Right?      21   A <u>Yeah, to pay off all the other loans.</u>      22   Q So was this used to pay off another loan, or      23 was this used for the other purposes, in other words to      24 help support your mother?      25   A <u>To help pay off other loan and to cover the</u></p>	<p>1 around the beginning of February 2013 getting two payday      2 loans? Let me give you a little context here which      3 might help a little bit.      4      The database here, the information that my      5 client has, only shows when what's called a lead was      6 acquired by a lender. The lead results from you having      7 submitted to a website your information to be used to      8 help obtain a payday loan. Are you following me so far?      9      A Yes.      10     Q So the fact that it shows up here doesn't mean      11 that the loan ultimately went through. It just means      12 that the lender acquired your information and then would      13 have contacted you.      14      A Yes.      15     Q So let me phrase it another way. Do you recall      16 being contacted in early February by -- very early      17 February, around the 1st or 2nd or so, by more than one      18 lender to discuss a payday loan with you?      19      A Actually, anything that comes across my cell      20 phone, and I don't know the number, I research online      21 first. If it's scam or anything, I don't call back.      22     Q So do you recall talking to any payday lenders      23 around the beginning of February?      24      A Yeah, requesting for more information to be      25 approved for a loan or my account references and stuff.</p>
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<p>1 <u>damages that was done to my account.</u>      2    Q Okay. The damages that were done to your      3 account by who?      4    A <u>Other lenders.</u>      5    Q <u>Do you recall who the other lenders were?</u>      6 <u>Because this is now the beginning of February only.</u>      7    A <u>The Indian tribal ones.</u>      8    Q Oh, AMG?      9    A <u>Yeah.</u>      10   Q Okay.      11   A <u>That's the only one. That's all I remember is</u>      12 <u>the Indian tribal.</u>      13   Q So there were problems with the Indian tribe      14 loan, correct, but not with the Hamilton Liberty loan?      15   A <u>Not that I can remember.</u>      16   Q Okay. Let's go back to Exhibit 36, which is      17 the big database. And we're on the first page. Much      18 further down, also it's the last entry for February 1.      19 there's another loan, and this is one that's -- there's      20 another application that was accepted or approved, that      21 is listed for Devwire Consulting. Do you see that?      22   A Yes.      23   Q And that's on February 1 also.      24   A Uh-huh.      25   Q So my question again is, do you remember right</p>	<p>1    Q They were asking you for that information. And      2 did you give them that information?      3    A <u>I can't remember.</u>      4    Q Okay. Let me ask you this, see if this will      5 help at all. Let's look at the database again. And the      6 last group that are down at the bottom of the first page      7 and then carry over to the second page is a long group      8 dated February 11, 2013. And you'll see that on the      9 second page, the lead was acquired by -- a lead there      10 was acquired by a company named Vista B LLC. Do you see      11 that?      12   A Yes.      13   Q Let's try and see if we can associate that with      14 somebody in particular. I'm going to ask the reporter      15 to mark as Exhibit 38 AQUINO14 and 15, which is entitled      16 "Consumer Loan and Arbitration Agreement."      17      (Defendants' Exhibit 38 was marked      18 for identification.)      19      MR. PUTTERMAN: Jeff, I think I'm missing one      20 copy of this.      21      MR. WILENS: What page is it?      22      MR. PUTTERMAN: AQUINO14 and 15. It's      23 Exhibit 38.      24      MR. WILENS: VIP loan?      25      MR. PUTTERMAN: Uh-huh.</p>

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<p style="text-align: right;">Page 38</p> <p>1 Q Okay, have you seen Exhibit 38 before?      2 A Yes.      3 Q Okay. And does this relate to another payday      4 loan that you obtained?      5 A Yes.      6 Q And this is with a lender called VIP PDL      7 Service, LLC. Do you see that?      8 A Yes.      9 Q And it's dated, on the second page, do you see      10 there's a signature box?      11 A Yes.      12 Q Okay. Did you type in your name on a form on      13 the computer in connection with this loan?      14 A Yes.      15 Q Okay. And is that -- did you do it in that box      16 when it was on the computer that's on the second page?      17 A No. I did it online, the first thing, and then      18 it automatically...      19 Q Generated?      20 A Generated.      21 Q Did you read this loan agreement before you      22 signed it?      23 A It was online, and at that time I was not      24 supposed to be doing it. It was at work. And I don't      25 want to -- so I was just skimming through.</p>	<p style="text-align: right;">Page 40</p> <p>1 Q Do you remember speaking to a payday lender      2 sometime in early to mid February, speaking to them      3 maybe very late at night?      4 A I don't answer calls during business hours.      5 Q Well, that's why I'm asking --      6 A If it's late at night, no.      7 Q Do you remember talking to a payday lender on      8 or about February 11 at all?      9 A I can't remember.      10 Q On the first page of Exhibit 38, it states that      11 the amount of the loan was \$500, and that there was a      12 finance charge of \$150. Do you see that?      13 A Yes.      14 Q Okay. And with the total payment due of \$650.      15 Do you see that?      16 A Yes.      17 Q And that was due on March 1, 2015; correct?      18 A Correct.      19 Q Okay. Did you repay this loan?      20 A I made partial payments.      21 Q Okay. And why did you make only partial      22 payments?      23 A Because I couldn't afford it, and I didn't      24 realize it was for 500, that you have to pay it on the      25 spot. I thought it was like arrangement loans.</p>
<p style="text-align: right;">Page 39</p> <p>1 Q Did you have an opportunity to review this      2 after you signed it?      3 A No, because I was at that time desperate that I      4 wanted to --      5 MR. WILENS: The question was, yes, I had an      6 opportunity, or no, I didn't.      7 THE WITNESS: Oh, sorry. Yes --      8 Q BY MR. PUTTERMAN: Right. You should not      9 simply say what Mr. Wilens says. He's just saying that      10 you should answer "yes" or "no."      11 A Yes, I was able to review it by skimming.      12 Q Okay. And did you actually print out a copy      13 for yourself?      14 A I saved it on my folder.      15 Q On your computer?      16 A Well, e-mail.      17 Q E-mail. Okay. And this says signed February      18 11, 2013. You see that?      19 A Yes.      20 Q Okay. And that is the date that, on the second      21 page, shows the lead was acquired by Vista B LLC.      22 A Yes.      23 Q Were you contacted on February 11, 2013, by a      24 payday lender?      25 A I can't remember on this one.</p>	<p style="text-align: right;">Page 41</p> <p>1 Q So you thought it was going to be like an      2 installment payment, not all at one time.      3 A Yes.      4 Q So when it came due, you could not pay the      5 entire thing.      6 A And then what woke me up, too, is the address,      7 San Jose, Costa Rica.      8 Q Yes. And what about that?      9 A I was, like, is that legit in California? And      10 I go, oh-oh. I go, this doesn't sound legit to me. So      11 I said, wait a minute, why are they deducting my account      12 twice for this amount or service fee or whatever? And      13 then I go, San Jose, Costa Rica? I thought I'm dealing      14 with a lender that's locally. But I didn't realize it's      15 San Jose, Costa Rica, out of state.      16 MR. WILENS: Out of the country.      17 Q BY MR. PUTTERMAN: And do you remember where      18 Hamilton Liberty was located?      19 A No, I don't remember. Some foreign country, I      20 think.      21 Q Okay. Do you recall that Hamilton Liberty --      22 did you learn at some point that it was located in      23 Nevis, the country of St. Christopher-Nevis?      24 A The only thing I remember about this one,      25 Hamilton Liberty.</p>

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<p>1 Q You're referring now to Exhibit 37. Right?</p> <p>2 That's Hamilton Liberty.</p> <p>3 A Yeah.</p> <p>4 Q Yeah.</p> <p>5 A When I saw the loan agreement, I don't recall seeing Nevis on it. So I didn't know till later -- discover it till later. Sorry.</p> <p>8 Q But I think you testified earlier that you paid off the loans and you didn't have any particular problems with Hamilton Liberty; correct?</p> <p>11 A I don't recall. Sorry. I can't recall.</p> <p>12 MR. WILENS: No, she said that they took some money out of her bank account.</p> <p>14 MR. PUTTERMAN: No, she had problems with AMG.</p> <p>15 MR. WILENS: She also -- well, you got her bank statements, so you can do the math yourself. What she said was that they took money out of her bank account for Hamilton and they took money out her bank account for VIP, but it may not have been the full amount.</p> <p>20 MR. PUTTERMAN: Right. Okay.</p> <p>21 Q So you stopped paying -- did you stop paying VIP?</p> <p>23 MR. WILENS: When you say "stop paying," you mean stop payment? Block the account?</p> <p>25 MR. PUTTERMAN: Let me rephrase it.</p>	<p>1 A That's correct.</p> <p>2 Q Okay. And do you recall right now, as you sit here, about how much was paid on that loan before you stopped it?</p> <p>5 A 400, 500.</p> <p>6 Q Thereabouts?</p> <p>7 A Estimation.</p> <p>8 Q Okay. Continuing on the second page of the database, which is Exhibit 36, after the entries for February 11, there are entries for February 21, a group of entries for February 21, 2013. Do you see generally those? And they all just show as "failed." Do you recall applying for a loan or submitting your information to a website around February 21, 2013, but not being able to complete a loan?</p> <p>16 A I don't recall.</p> <p>17 Q Then there's another group following that on March 7. And again, it doesn't show that the lead was acquired by anybody from whoever you submitted to on March 7. Do you see that?</p> <p>21 A Yes.</p> <p>22 Q Would it be fair to assume you did not make any copies or print out any of the -- or take screenshots of any of the websites to which you submitted information looking for a payday loan?</p>
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<p>1 Q You made a partial payment, and they were withdrawing money from VIP, from your account. Correct?</p> <p>3 A Yes.</p> <p>4 Q Now, at some point did you stop that?</p> <p>5 A Yeah, I had to stop it because of the transaction that they kept doing consistently, withdrawing from my account.</p> <p>8 Q Okay. And what happened when you stopped that?</p> <p>9 A I have not heard -- I have not heard anything, harassment call or anything.</p> <p>11 Q You never received a call from them, and you never received -- you have to answer audibly.</p> <p>13 A Sorry, I can't recall if I received a call, because if it's a blocked number, I don't answer it. If it's a number unknown or if it's a number that's like a foreign number, I will not answer it. I will trace it first before, online, see if it's valid or invalid. If it's scammers, sorry, I won't answer.</p> <p>19 Q So you don't recall ever being contacted by a collection agency or ever talking to a collection agency about the VIP loan?</p> <p>22 A That's correct.</p> <p>23 Q Okay. And you don't recall ever talking to VIP about the loan after you stopped their ability to take payments from your bank; correct?</p>	<p>1 A No. It's only what I applied for. That's the only thing I produced.</p> <p>3 Q Okay. Did you make any kind of a list of websites that you used to apply for loans?</p> <p>5 A All I can recall is going to one site. That's it.</p> <p>7 Q Which site is that?</p> <p>8 A The VIP. That's all I remember.</p> <p>9 Q Okay.</p> <p>10 A The VIP, whatever site that was.</p> <p>11 Q Whatever site the VIP loan was?</p> <p>12 A Yeah. That's all I remember, VIP something.</p> <p>13 Q Okay. Was that something called paydaypayday.com?</p> <p>15 A Something like that.</p> <p>16 Q Because that's what it shows on the Vista B loan, which turned into the VIP loan, I believe. Do you see that?</p> <p>19 A Yes.</p> <p>20 Q Okay. So you remember going to that particular website. Correct?</p> <p>22 A It looked familiar.</p> <p>23 Q Okay.</p> <p>24 MR. WILENS: They all have the word "payday" or "cash." I don't know how they can remember one from the</p>

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<p>1 other.</p> <p>2 <b>MR. PUTTERMAN:</b> Well, maybe because it says</p> <p>3 "payday" twice.</p> <p>4 <u>Q Now, after apparently you unsuccessfully</u></p> <p>5 <u>applied for a loan on or about March 7, the next group,</u></p> <p>6 <u>which is at the bottom of the second page and goes over</u></p> <p>7 <u>to the top line on the third page, is on March 8. Do</u></p> <p>8 <u>you see that?</u></p> <p>9 <b>A The third page.</b></p> <p>10 <u>Q Yes, there's a few entries on the bottom of the</u></p> <p>11 <u>second page, but then the very first entry on the top</u></p> <p>12 <u>page shows that a loan application by you that was</u></p> <p>13 <u>submitted on March 8, 2013, was accepted by a company</u></p> <p>14 <u>called Vivus Servicing Ltd. Do you see that?</u></p> <p>15 <b>A Yes.</b></p> <p>16 <u>Q And do you know which loan -- did you enter</u></p> <p>17 <u>into a loan on or about March 8, 2013?</u></p> <p>18 <b>A The name does not sound familiar. I don't</b></p> <p>19 <b>recall getting a loan agreement from these people.</b></p> <p>20 <u>Q Okay. Or at least, not under that name.</u></p> <p>21 <b>A Yes, correct.</b></p> <p>22 <u>Q Okay. Well, let's look at a couple of the</u></p> <p>23 <u>other documents that you've produced and see if we can</u></p> <p>24 <u>attach loan agreements to entities.</u></p> <p>25 Okay, first I'll ask the reporter to mark as</p>	<p>1 <b>Premier website.</b></p> <p>2 <u>Q Well, neither Dollar Premier nor ABJT appear on</u></p> <p>3 <u>the database that we've marked as Exhibit 36. And in</u></p> <p>4 <u>paragraph 54 of Exhibit 2, it's stated that, quote:</u></p> <p>5 <u>"In the same time frame, plaintiff</u></p> <p>6 <u>Aquino also obtained a payday loan from</u></p> <p>7 <u>Dollar Premier (ABJT Funding LLC) but it</u></p> <p>8 <u>has not yet been determined whether this</u></p> <p>9 <u>was obtained from a Selling Source</u></p> <p>10 <u>affiliate or not."</u></p> <p>11 <u>And you don't remember the specific website to</u></p> <p>12 <u>which you submitted information for that loan?</u></p> <p>13 <b>A No.</b></p> <p>14 <u>Q Okay. Did you make payments on this loan?</u></p> <p>15 <b>A Yes.</b></p> <p>16 <u>Q Do you recall how much?</u></p> <p>17 <b>A They were taking off like 100 something. I</b></p> <p>18 <b>can't recall. It's been awhile.</b></p> <p>19 <u>Q Okay. You see that on the first page it shows</u></p> <p>20 <u>the original loan, \$500, with a finance charge of 150?</u></p> <p>21 <b>A Yes.</b></p> <p>22 <u>Q So the total payment was 650? Do you know how</u></p> <p>23 <u>much was actually paid to Dollar Premier?</u></p> <p>24 <b>A I can't remember.</b></p> <p>25 <u>Q All right.</u></p>
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<p>1 <u>Exhibit 39 a document entitled "Consumer Loan Agreement</u></p> <p>2 <u>and Promissory Note and Truth in Lending Disclosures"</u></p> <p>3 <u>with the numbers AQUINO48 through AQUINO50.</u></p> <p>4 <b>MR. WILENS:</b> If it would save time, I can tell</p> <p>5 <u>you -- which one are you looking at? 48 to 50?</u></p> <p>6 <b>MR. PUTTERMAN:</b> Yeah.</p> <p>7 <b>MR. WILENS:</b> I thought you were looking at 35.</p> <p>8 <u>(Defendants' Exhibit 39 was marked</u></p> <p>9 <u>for identification.)</u></p> <p>10 <u>Q BY MR. PUTTERMAN: Now, you see that this is</u></p> <p>11 <u>with a company named Dollar Premier, care of ABJT</u></p> <p>12 <u>funding. Do you see that?</u></p> <p>13 <b>A Yes.</b></p> <p>14 <u>Q And if you turn to the last page, AQUINO50.</u></p> <p>15 <u>You see it has your name under where it</u></p> <p>16 <u>says "Signature"? And it has the date February 12,</u></p> <p>17 <u>2013?</u></p> <p>18 <b>A Yes.</b></p> <p>19 <u>Q Do you have any idea what website you submitted</u></p> <p>20 <u>your information to to obtain this loan?</u></p> <p>21 <b>A I cannot remember this one, if it's directly</b></p> <p>22 <b>Dollar Premier.</b></p> <p>23 <u>Q Yes, I think this is Dollar Premier. Do you</u></p> <p>24 <u>remember Dollar Premier?</u></p> <p>25 <b>A It rings a bell. It rings a bell, yes, Dollar</b></p>	<p>1 <b>A Unless it's in my checking statement.</b></p> <p>2 <u>Q This one does not appear to have gone through</u></p> <p>3 <u>any of my clients.</u></p> <p>4 <b>MR. WILENS:</b> There's no way to know if they're</p> <p>5 Devwire Consulting through some network of --</p> <p>6 <b>MR. PUTTERMAN:</b> I think that that may be a</p> <p>7 different one here. It might be. Let's see. Oh, Jeff,</p> <p>8 I'm sorry. Here was your copy of Exhibit 38.</p> <p>9 <u>Exhibit 40 is entitled "Advance Me Today -</u></p> <p>10 <u>Terms and Conditions." and it's AQUINO0044 through 0047.</u></p> <p>11 <u>(Defendants' Exhibit 40 was marked</u></p> <p>12 <u>for identification.)</u></p> <p>13 <u>Q BY MR. PUTTERMAN: Do you recognize this</u></p> <p>14 <u>document?</u></p> <p>15 <b>A Not this document, but I remember the name.</b></p> <p>16 <u>Q What do you remember about the name?</u></p> <p>17 <b>A I think the name sounds familiar from, I</b></p> <p>18 <b>think -- I don't remember if I obtained a loan with them</b></p> <p>19 <b>or got the loan agreement with them.</b></p> <p>20 <u>Q And do you know through what website you</u></p> <p>21 <u>obtained this loan?</u></p> <p>22 <b>A I think this was under the VIP one.</b></p> <p>23 <u>Q You think this had something to do with the --</u></p> <p>24 <b>A VIP, Costa Rica and then --</b></p> <p>25 <b>MR. WILENS:</b> That's just a coincidence.</p>

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<p>1   Charmaine. Don't go by the country. There's lots of      2   lenders in Costa Rica and the Caribbean islands.      3   <b>THE WITNESS:</b> The name sounds familiar.      4   <b>MR. WILENS:</b> Because there's e-mails in the      5   documents. He'll get to those.      6   What's the date of this loan? Do you know?      7   <b>MR. PUTTERMAN:</b> I don't see any date on here at      8   all.      9   <b>MR. WILENS:</b> Sometime in 2013. Advance Me      10 Today has another loan agreement which is document 35.      11 <b>MR. PUTTERMAN:</b> Let's mark it's actually --      12 yeah, let's mark as Exhibit 41 what's entitled "Loan      13 Agreement, Promissory Note and Disclosure, Lenders      14 International Ltd, T/A Advancemetoday.com."      15 (Defendants' Exhibit 41 was marked      16 for identification.)      17 <b>Q</b> BY MR. PUTTERMAN: Do you recognize this      18 document?      19 <b>A</b> Yes.      20 <b>Q</b> Is this another loan agreement that you entered      21 into?      22 <b>A</b> Yes.      23 <b>Q</b> And I see the date on this one, on the last      24 page --      25 <b>A</b> 2012.</p>	<p>1   <b>Q</b> In a couple days?      2   <b>A</b> Yes.      3   <b>Q</b> So you were sort of rolling from one to the      4 other to the next one and so on.      5   <b>A</b> That's correct.      6   <b>Q</b> And were you also using the same website or      7 were you using multiple websites?      8   <b>A</b> I was researching on yahoo.com, lenders out      9 there, payday, and if it suits me, then I'll try to use      10 it. But if it's a website that's not familiar, I try to      11 back out of it, close it out.      12 <b>Q</b> When you say a website that suits you, what did      13 you mean by that?      14 <b>A</b> Like if the URL doesn't look fishy or -- like      15 https, or if it doesn't look familiar to me, I'll close      16 it out.      17 <b>Q</b> Okay. But doing it this way, in other words,      18 every couple of days, that involved different websites      19 that you would pull up?      20 <b>A</b> Yes.      21 <b>Q</b> Okay. And you just don't know all the websites      22 that you might have submitted information through?      23 <b>A</b> That's correct.      24 <b>Q</b> Okay.      25 <b>MR. PUTTERMAN:</b> Let's mark as Exhibit 42 --</p>
<p style="text-align: center;">Page 51</p> <p>1   <b>Q</b> December 7, 2012.      2   <b>MR. WILENS:</b> That's an earlier loan she got      3 from that company.      4   <b>MR. PUTTERMAN:</b> Right. And we don't have      5 anything on our database for Ms. Aquino in 2012. So I      6 don't believe this is through us.      7   <b>Q</b> Let me ask you a question. During this period      8 of time, late 2012 -- well, first let me ask you this.      9 When did these issues, these family issues, start      10 developing seriously so that you started looking for      11 payday loans? Was it actually in late 2012?      12 <b>A</b> Yes.      13 <b>Q</b> Okay. And you were applying on a lot of      14 websites; is that correct?      15 <b>A</b> All I remember is applying for one website, but      16 I didn't know on the back end they're sending my      17 information.      18 <b>Q</b> Okay. But what I'm asking is this. How      19 frequently were you applying for loans? Was it every      20 day? Every couple of days? Once a week?      21 <b>A</b> Couple of days.      22 <b>Q</b> Every couple of days?      23 <b>A</b> That I can remember. If I got approved for      24 one, I'll wait, and then see if I can get approved for      25 another one to pay it off.</p>	<p style="text-align: center;">Page 53</p> <p>1   <b>Q</b> So let me ask you about the Advance Me Today      2 loan. This was for \$500 with a finance charge of 650.      3 Do you see that?      4 <b>A</b> (Nodding head.)      5 <b>Q</b> Was this loan paid off?      6 <b>A</b> I don't remember if it is.      7 <b>MR. WILENS:</b> They gave her a second loan, so it      8 must have been.      9 <b>THE WITNESS:</b> I don't remember.      10 <b>Q</b> BY MR. PUTTERMAN: Well, I'm assuming that, but      11 I'm just asking as to her recollection.      12 <b>THE WITNESS:</b> I don't remember. It's been      13 three years ago.      14 <b>Q</b> BY MR. PUTTERMAN: Understood.      15 Exhibit 42 is going to be AQUINO34.      16 (Defendants' Exhibit 42 was marked      17 for identification.)      18 <b>Q</b> BY MR. PUTTERMAN: Do you recognize this      19 document?      20 <b>A</b> Yes.      21 <b>Q</b> Was this in relation to another -- was this in      22 relation to a new loan, or to the existing loan that you      23 had with Advance Me Today?      24 <b>A</b> Existing loan.      25 <b>Q</b> So this was actually a statement of what had</p>

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<p style="text-align: right;">Page 54</p> <p>1 been paid and what was due?</p> <p>2 <b>A Yes.</b></p> <p>3 <b>MR. WILENS:</b> When you say -- which loan are you</p> <p>4 referring to? It's not the December loan, because it</p> <p>5 says the loan start date April 11, 2013.</p> <p>6 <b>MR. PUTTERMAN:</b> Okay.</p> <p>7 <b>Q So did you get a second loan from Advance Me</b></p> <p>8 <b>Today?</b></p> <p>9 <b>A I don't remember.</b></p> <p>10 <b>MR. WILENS:</b> This is what the next document</p> <p>11 pages are that don't have a date on them. Remember</p> <p>12 those terms and conditions? Apparently it refers to</p> <p>13 that one.</p> <p>14 <b>MR. PUTTERMAN:</b> Okay.</p> <p>15 <b>Q So do you remember anything about getting a</b></p> <p>16 <b>second loan?</b></p> <p>17 <b>A No, I don't remember. Only the first loan.</b></p> <p>18 <b>Q All right. Well, this doesn't appear to have</b></p> <p>19 <b>been our loan anyway. It does not appear to have been</b></p> <p>20 <b>generated through a lead from PartnerWeekly.</b></p> <p>21 <b>All right, you can lay that aside.</b></p> <p>22 <b>Returning to Exhibit 36, what the database</b></p> <p>23 <b>shows here is that leaving aside AMG, which was a tribal</b></p> <p>24 <b>lender, that there were four times that leads that went</b></p> <p>25 <b>through my client's system were accepted by lenders.</b></p>	<p style="text-align: right;">Page 56</p> <p>1 <b>Q Okay. What was the real name of Liquid</b></p> <p>2 <b>Ventures?</b></p> <p>3 <b>MR. WILENS:</b> She's asking you that.</p> <p>4 <b>THE WITNESS:</b> I wouldn't know.</p> <p>5 <b>Q BY MR. PUTTERMAN:</b> Oh, I'm sorry. I</p> <p>6 <b>misunderstood. Do you recognize the next name down,</b></p> <p>7 <b>Devwire Consulting?</b></p> <p>8 <b>A No.</b></p> <p>9 <b>Q Do you know whether or not a loan agreement</b></p> <p>10 <b>resulted from that lead that was acquired by Devwire</b></p> <p>11 <b>Consulting?</b></p> <p>12 <b>A No, unless I know the real name as well.</b></p> <p>13 <b>Q Okay. Then on the next page, there's a lead</b></p> <p>14 <b>that was acquired by Vista B LLC. Do you see that?</b></p> <p>15 <b>A Yes.</b></p> <p>16 <b>Q Do you know whether that lead resulted in a</b></p> <p>17 <b>loan agreement?</b></p> <p>18 <b>A I don't remember either.</b></p> <p>19 <b>Q Okay. And finally, on the last page, there's a</b></p> <p>20 <b>lead that was acquired by Vivus Servicing Ltd. Do you</b></p> <p>21 <b>know whether a loan agreement resulted from that</b></p> <p>22 <b>acquisition of a lead?</b></p> <p>23 <b>A Not with this name.</b></p> <p>24 <b>Q Okay. Did you maintain a list anywhere of all</b></p> <p>25 <b>the lenders, at least, by the names that you knew them.</b></p>
<p style="text-align: right;">Page 55</p> <p>1 <b>One for Liquid Ventures, one for Devwire Consulting, one</b></p> <p>2 <b>for Vista B LLC, and one for Vivus Servicing. Correct?</b></p> <p>3 <b>A Correct.</b></p> <p>4 <b>Q But you don't know which loans you actually</b></p> <p>5 <b>got -- you don't know specifically whether any of these</b></p> <p>6 <b>acquired leads themselves resulted in loan agreements or</b></p> <p>7 <b>not. Correct?</b></p> <p>8 <b>MR. WILENS:</b> Object. Argumentative. And she's</p> <p>9 already testified about two of them that she's matched.</p> <p>10 <b>MR. PUTTERMAN:</b> Well, no, she hasn't matched</p> <p>11 any. There's some with dates.</p> <p>12 <b>Q Do you recognize the name Liquid Ventures?</b></p> <p>13 <b>MR. WILENS:</b> That's the name you used. Not the</p> <p>14 name she uses.</p> <p>15 <b>MR. PUTTERMAN:</b> That's the name that appears on</p> <p>16 the database.</p> <p>17 <b>MR. WILENS:</b> I know, but that's just the name</p> <p>18 you use. She would not have gone to Liquid Ventures.</p> <p>19 <b>MR. PUTTERMAN:</b> I get that.</p> <p>20 <b>Q Do you recognize the name Liquid Ventures?</b></p> <p>21 <b>A No.</b></p> <p>22 <b>Q Do you know whether that lead acquired by</b></p> <p>23 <b>Liquid Ventures actually resulted in a loan agreement?</b></p> <p>24 <b>A I don't remember on this. I know the real name</b></p> <p>25 <b>of it.</b></p>	<p style="text-align: right;">Page 57</p> <p>1 <b>that you obtained loans from?</b></p> <p>2 <b>A Only when I have a copy of the agreement.</b></p> <p>3 <b>Q And do you think you made a copy of every</b></p> <p>4 <b>agreement in connection with every loan that you</b></p> <p>5 <b>obtained during this period?</b></p> <p>6 <b>A Only what I got approved for.</b></p> <p>7 <b>Q Right. That's what I mean. So these are all</b></p> <p>8 <b>the loans that -- you've produced to us documents</b></p> <p>9 <b>relating to all the loans that you got approved for and</b></p> <p>10 <b>actually obtained?</b></p> <p>11 <b>MR. WILENS:</b> Well, I didn't produce AMG.</p> <p>12 <b>MR. PUTTERMAN:</b> I understand that. Excluding</p> <p>13 AMG. That's a fair statement.</p> <p>14 <b>Q But otherwise, what we have here before us</b></p> <p>15 <b>today are the loan agreements for all the loans that you</b></p> <p>16 <b>were actually approved for during this period --</b></p> <p>17 <b>A That's correct.</b></p> <p>18 <b>Q -- correct? And I think I asked you this</b></p> <p>19 <b>before, and if I did, please forgive me. You did not</b></p> <p>20 <b>maintain a list of all the websites through which you</b></p> <p>21 <b>actually submitted information looking for a payday</b></p> <p>22 <b>loan: correct?</b></p> <p>23 <b>A That's correct.</b></p> <p>24 <b>Q Okay. Let's take a look. You produced some</b></p> <p>25 <b>bank statements here.</b></p>

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<p>1        And Jeff, you referenced e-mails, and there      2    were no e-mails in the production you provided for      3    Ms. Aquino.      4        <b>MR. WILENS:</b> Well, I consider that page 34 to      5    be an e-mail. Maybe it wasn't an e-mail.      6        <b>MR. PUTTERMAN:</b> Okay. So that's what you're      7    referring to?      8        <b>MR. WILENS:</b> Yeah.      9        <b>MR. PUTTERMAN:</b> Okay, thank you.      10      <u>All right. Exhibit 43 is AQUINO16 through 18.</u>      11      <u>(Defendants' Exhibit 43 was marked</u>      12      <u>for identification.)</u>      13      <u>Q BY MR. PUTTERMAN: Do you have that in front of</u>      14      <u>you? Do you recognize this as a statement from the</u>      15      <u>SchoolsFirst Federal Credit Union for an account you</u>      16      <u>maintained at that credit union?</u>      17      <b>A Yeah. Yes.</b>      18      Q And this is for the period January 1, 2013, to      19      January 31, 2013?      20      <b>A Correct.</b>      21      Q Let's go to the separate page. You see that      22      there's an entry on January 3, a withdrawal?      23      <b>A Yes.</b>      24      Q For AMTPD? I'm going to assume that that      25      refers to Advance Me Today Payday. Is that correct?</p>	<p>1        <b>A Yes.</b>      2        Q And who is that?      3        <b>A They go under United Cash Loans.</b>      4        Q Who?      5        <b>A It's a payday loan.</b>      6        Q Okay. It's a payday loan. Do you know which      7    payday lender it is? Is this a loan you got over the      8    Internet?      9        <b>A Yes.</b>      10      <b>MR. WILENS:</b> I think that's AMG.      11      <b>MR. PUTTERMAN:</b> Hmm?      12      <b>MR. WILENS:</b> I think it might be one of AMG's      13      companies.      14      <b>MR. PUTTERMAN:</b> I think it might be also.      15      Q Is this the one with the tribe?      16      <b>A I think so.</b>      17      Q Then on January 31 there's a withdrawal, and      18      that appears to be for Advance Me Today Payday.      19      Correct?      20      <b>A Correct.</b>      21      Q And then let's go to the -- so I think we're      22      done, then, with Exhibit 43.      23      <u>Exhibit 44 will be AQUINO19 through 23.</u>      24      <u>(Defendants' Exhibit 44 was marked</u>      25      <u>for identification.)</u></p>
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<p>1        <b>A Yes.</b>      2        Q And then there's another withdrawal on January      3    15 for Advance Me Today Payday. Correct?      4        <b>A Correct.</b>      5        Q Okay. Let's turn to page AQUINO18. Now, it      6    looks like there's a withdrawal on January 18 from the      7    Dollar Loan Center. Do you see that?      8        <b>A Yes.</b>      9        Q What's that referring to?      10      <b>A An installment loan.</b>      11      Q Okay. This was an installment loan that you      12    had with Dollar Loan Center?      13      <b>A Yes.</b>      14      Q Was that a storefront?      15      <b>A Storefront.</b>      16      Q And how much was that loan for?      17      <b>A 2,500.</b>      18      Q And did you pay all that.      19      <b>A Yes, it has been paid off.</b>      20      Q So that was not a payday lender. That was an      21    installment loan?      22      <b>A That's correct.</b>      23      Q Then there's an entry on January 30 of 2013,      24    and it is a deposit of \$400 from United Cash Loans. Do      25    you see that?</p>	<p>1        <u>Q BY MR. PUTTERMAN: And do you recognize this as</u>      2    <u>another monthly statement from SchoolsFirst Federal</u>      3    <u>Credit Union for your account there?</u>      4        <b>A Yes.</b>      5        Q And this is for the period February 1 through      6    February 28, 2013; correct?      7        <b>A Correct.</b>      8        Q Now, let's look at the first page. I'm not      9    sure why the entry for McDonald's is still included      10    here. But I'm assuming you were not borrowing money      11    from McDonald's.      12      <b>A No. I was eating.</b>      13      Q That makes perfect sense.      14      <b>MR. WILENS:</b> Sometimes the redacting tool      15    doesn't work perfectly.      16      <b>MR. PUTTERMAN:</b> Yes, I know that.      17      <b>MR. WILENS:</b> Overcompensates or      18    undercompensates.      19      <u>Q BY MR. PUTTERMAN: Okay. So there's an entry</u>      20    <u>on February 4, which appears to be a deposit from</u>      21    <u>Hamilton Liberty. Is that correct?</u>      22      <b>A Yes.</b>      23      Q And that was your \$700 loan with them.      24      <b>A That's correct.</b>      25      Q Okay. And we're not sure whether or not that</p>

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<p>1 <u>relates to the lead that -- or one of the leads that was</u>      2 <u>acquired from your submissions on February 1. Correct?</u></p> <p>3 <u>MR. WILENS:</u> Well, you're asking if you're not      4 <u>sure, so she doesn't know what you're sure about or not.</u>      5 <u>But we have circumstantial evidence linking it to one of</u>      6 <u>the leads.</u></p> <p>7 <u>MR. PUTTERMAN:</u> What's that, other than the      8 <u>date?</u></p> <p>9 <u>MR. WILENS:</u> I mean, other than the date, it's      10 <u>not a trivial factor. It's also a researching of the</u>      11 <u>nature of the background of the company as well as the</u>      12 <u>URL published, led me to believe that they're the same</u>      13 <u>companies. But that's outside the knowledge of this</u>      14 <u>witness.</u></p> <p>15 <u>MR. PUTTERMAN:</u> Okay. That's fine.</p> <p>16 Q <u>You don't know whether that relates to an</u>      17 <u>application that you may have submitted on or about</u>      18 <u>February 1; correct?</u></p> <p>19 A <u>That's correct.</u></p> <p>20 Q <u>Okay. Now on February 12 there's another</u>      21 <u>deposit. Do you see that?</u></p> <p>22 A <u>Yes.</u></p> <p>23 Q <u>And that is for a \$250 deposit for something</u>      24 <u>called Vince Enterprises. Do you see that?</u></p> <p>25 A <u>Yeah.</u></p>	<p>1 <u>loan agreement for somebody called Vince Enterprises?</u></p> <p>2 A <u>That's correct.</u></p> <p>3 Q Okay. On February 14, there's a withdrawal by      4 AMT, Advance Me Today; correct?</p> <p>5 A <u>Correct.</u></p> <p>6 Q And then on February 15, and actually twice on      7 February 15, there's two debits from United Cash Loans,      8 which was your installment loan. Or rather, that was      9 your AMG, your tribal loan.</p> <p>10 A <u>Yeah.</u></p> <p>11 Q And then on February 15, there's also a      12 withdrawal for Hamilton Liberty.</p> <p>13 A <u>Yes.</u></p> <p>14 Q Correct? Okay, let's go to page AQUINO22. And      15 there's the start of an entry of a withdrawal there on      16 February 28 by Advance Me Today. Correct?</p> <p>17 A <u>Correct.</u></p> <p>18 Q And that entry, that's the same entry that      19 continues over to the last page of the month?</p> <p>20 A <u>Correct.</u></p> <p>21 MR. PUTTERMAN: Okay. Let's mark as Exhibit 45</p> <p>22 AQUINO24 through 26.      (Defendants' Exhibit 45 was marked      for identification.)</p> <p>25 Q BY MR. PUTTERMAN: Do you recognize this as a</p>
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<p>1 Q <u>Okay. Who -- what does that refer to? Is that</u>      2 <u>a payday loan that you obtained?</u></p> <p>3 A <u>Payday loan.</u></p> <p>4 Q <u>And do you know when you applied for that</u>      5 <u>particular payday loan?</u></p> <p>6 A <u>February 11.</u></p> <p>7 Q <u>You think that was February 11?</u></p> <p>8 A <u>11 that I applied for, and then it got</u>      9 <u>deposited February 12.</u></p> <p>10 Q <u>Okay. You actually recall that?</u></p> <p>11 A <u>I recall it.</u></p> <p>12 Q <u>Do you recall which website you applied through</u>      13 <u>for that loan?</u></p> <p>14 A <u>I don't remember.</u></p> <p>15 Q <u>Then on February 14, there's a deposit from VIP</u>      16 <u>loans for \$500; correct?</u></p> <p>17 A <u>Correct.</u></p> <p>18 Q <u>And we've seen the loan agreement for that.</u></p> <p>19 A <u>Yes.</u></p> <p>20 Q <u>Do you have a loan agreement for Vince</u>      21 <u>Enterprises?</u></p> <p>22 A <u>Not that I recall. I can't remember if that's</u>      23 <u>the name they use.</u></p> <p>24 Q <u>So to your knowledge, you do not have in your</u>      25 <u>possession right now, either electronic or hard copy, a</u></p>	<p>1 monthly statement for your account at SchoolsFirst      2 Federal Credit Union for the month of March 2013?</p> <p>3 A <u>Yes.</u></p> <p>4 Q Now, on the first page there's a number of      5 withdrawals. The first one on March 1 is from United      6 Cash Loans; correct?</p> <p>7 A <u>Yes.</u></p> <p>8 Q That's your installment loan. That's not a      9 payday loan. The next, after that there's a withdrawal      10 by Vince Enterprises again. Correct?</p> <p>11 A <u>Correct.</u></p> <p>12 Q And that is a payday loan.</p> <p>13 A <u>Yes.</u></p> <p>14 Q Then there's another withdrawal by United Cash      15 loan on March 1. And immediately after that is a      16 withdrawal overdraft fee. Do you see that?</p> <p>17 A <u>Yes.</u></p> <p>18 Q Then there's another withdrawal on March 1 from      19 VIP loans. And that's a payday loan.</p> <p>20 A <u>Yes.</u></p> <p>21 Q And there's another withdrawal on March 1 from      22 Hamilton Liberty, which is another payday loan.</p> <p>23 Correct?</p> <p>24 A <u>Yes.</u></p> <p>25 Q And after that, there's another -- in fact,</p>

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<p>1   <b>A</b> Correct.</p> <p>2   Q And then on the second page, did you stop those</p> <p>3   Dollar Premier withdrawals?</p> <p>4   <b>A</b> Yes.</p> <p>5   Q Okay. Why did you do that?</p> <p>6   <b>A</b> Because they kept taking too much accounts, so</p> <p>7   I said -- I put a stop on it, because they keep</p> <p>8   withdrawing and withdrawing, and then I think when I</p> <p>9   checked it, I think I overpaid.</p> <p>10   Q In other words, they took more money out than</p> <p>11   you thought you owed.</p> <p>12   <b>A</b> Yes.</p> <p>13   Q So the bank then reversed some of those</p> <p>14   withdrawals; correct?</p> <p>15   <b>A</b> Correct.</p> <p>16   Q And that's what the deposits are. Right?</p> <p>17   <b>A</b> Yes.</p> <p>18   Q All right, you can lay that aside.</p> <p>19   Why don't we take about a ten-minute break,</p> <p>20   because the disc has to be changed anyway.</p> <p>21   <b>MR. WILENS:</b> What have you got left?</p> <p>22   <b>MR. PUTTERMAN:</b> We'll be done by 5:00 at the</p> <p>23   latest.</p> <p>24   <b>MR. WILENS:</b> You really have another 55</p> <p>25   minutes?</p>	<p>1   <b>Q</b> After which you delete it.</p> <p>2   <b>A</b> It was annoying. And my supervisor, "Turn that</p> <p>3   phone off."</p> <p>4   <b>Q</b> Which loan was that in connection with? Do you</p> <p>5   know? Do you recall?</p> <p>6   <b>A</b> Not that -- I don't remember. It was just some</p> <p>7   person claiming like a Middle Eastern accent, "Oh, I</p> <p>8   need my money now. You owe me," or this, something.</p> <p>9   <b>Q</b> So you don't even know if it related to a</p> <p>10   payday loan, it was random?</p> <p>11   <b>A</b> Yeah, just random. I was, like, how did they</p> <p>12   get my number?</p> <p>13   Q Did you ever check to see if Mr. Wilens speaks</p> <p>14   in a Middle East accent?</p> <p>15   <b>MR. WILENS:</b> Only when I'm pretending to be a</p> <p>16   terrorist. And now that we've managed to offend every</p> <p>17   group, move on.</p> <p>18   <b>MR. PUTTERMAN:</b> Okay. That actually was a</p> <p>19   joke.</p> <p>20   <b>Q</b> All right, any other collection harassment or</p> <p>21   anything like that that you've experienced?</p> <p>22   <b>A</b> Not that I remember. I just ignore it.</p> <p>23   <b>Q</b> Did you start receiving unsolicited offers for</p> <p>24   other loans by e-mail?</p> <p>25   <b>A</b> I can't remember.</p>
<p>1   <b>MR. PUTTERMAN:</b> I didn't say that. That's why</p> <p>2   I said "at the latest."</p> <p>3   <b>THE VIDEOGRAPHER:</b> The time is 4:05 p.m. We</p> <p>4   are going off the record and this is the end of media</p> <p>5   No. 1.</p> <p>6       (Recess)</p> <p>7   <b>THE VIDEOGRAPHER:</b> We are back on the record.</p> <p>8   This is the beginning of media No. 2 and the time is</p> <p>9   4:19 p.m.</p> <p>10   <b>Q BY MR. PUTTERMAN:</b> Ms. Aquino, let's turn to</p> <p>11   the subject of any collection activities that were</p> <p>12   undertaken against you in connection with payday loans.</p> <p>13   Were you ever contacted by any collection agencies in</p> <p>14   connection with any of the payday loans that you took</p> <p>15   out during this period, the period being roughly January</p> <p>16   through April of 2013?</p> <p>17   <b>A</b> The only one I can recall, when I was at work,</p> <p>18   I've been getting these harassment calls claiming that</p> <p>19   they're collection agency, if I don't pay them, that the</p> <p>20   government is going to put me in jail.</p> <p>21   And I'm, like, this is bogus. And then they</p> <p>22   kept calling nonstop, so I stopped calling, and it was</p> <p>23   just ongoing. So I told my co-workers, don't answer it.</p> <p>24   So I gave another number to call me, and it just goes</p> <p>25   directly to voicemail.</p>	<p>1   <b>Q</b> Is there -- let me ask this. Do you have any</p> <p>2   reason to believe that your personal information was</p> <p>3   sold or given away to anybody by any of the lenders from</p> <p>4   whom you obtained payday loans?</p> <p>5   <b>A</b> Probably. It was probably given to other sites</p> <p>6   without my authorization. I would not know unless they</p> <p>7   kept calling. Why are all these people calling? How</p> <p>8   did they get my information? That's the only thing I</p> <p>9   can think of.</p> <p>10   <b>Q</b> Okay. But beyond that, you don't have any</p> <p>11   knowledge of how or when or by whom that might have</p> <p>12   occurred?</p> <p>13   <b>A</b> That is correct.</p> <p>14   <b>MR. PUTTERMAN:</b> Okay. Jeff, I have nothing</p> <p>15   further at this time.</p> <p>16   <b>MR. WILENS:</b> No questions.</p> <p>17   <b>MR. PUTTERMAN:</b> Okay, we're done.</p> <p>18   Ms. Aquino, thank you very much. Contrary to</p> <p>19   your counsel's opinion, I prefer not to extend out</p> <p>20   depositions unnecessarily. And I'm also very concerned</p> <p>21   about his cold and his well-being, so I want to get him</p> <p>22   out of here as quickly as possible. Thank you very</p> <p>23   much.</p> <p>24   <b>MR. WILENS:</b> If you're concerned about my</p> <p>25   financial well-being, you know what to do.</p>